



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, February 28, 2022**  
**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, February 28, 2022 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, February 14, 2022 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 8, 2022 to February 22, 2022 in the total amount of \$673,087.87.

CONSENT AGENDA:

3.

Consider authorizing the Police Department to enter into Congratulate and Educate Tobacco Compliance Check annual plan agreement / contract with Minnesota Department of Human Services.

4. Consider approving the plans and specifications and ordering the advertisement for bids for CP 2003-18, 21st Street SW Extension.

5. Consider final pay applications from A-Z Electric and McDowall Company for new Fire Hall.

6. Void Lost Payroll Checks and Issue a Replacement Check

7. Consider adopting a resolution authorizing the execution of a MNDOT Agency Agreement for an FAA ARPA Grant in the amount \$59,000.

8. Consider entering into Advertising Agreements with businesses at the IRA Civic Center.

9. Authorize and approve the quote to relocate the AV Gas Pump at the Grand Rapids-Itasca County Airport

- [10.](#) Consider authorizing the Police Department to enter into a Joint Powers Agreement with State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA) to participate in the Minnesota Anti-Heroin Task Force Program
- [11.](#) Consider approving a Memorandum of Understanding for the Outdoor Activities Complex Partnership at the YMCA.
- [12.](#) Consider authorizing and accepting quotes for tree thinning within Veteran's Park and award a contract to Forseen Logging LLC.
- [13.](#) Consider adopting a resolution authorizing the City to make application to the Minnesota Dept. of Iron Range Resources and Rehabilitation Development Partnership grant program for the GREDA Downtown Planning Project.
- [14.](#) Consider approving a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.
- [15.](#) Consider adopting a resolution declaring parking restrictions on 21st Street SW.
- [16.](#) Consider changing the status of Police Sergeant Matthew O'Rourke.
- [17.](#) Consider approving a permanent easement for CP 2003-18, 21st Street SW Extension project and authorize payment.
- [18.](#) Consider authorizing City Staff to begin the process of creating an eligibility list for Hospital Security Officer.

SET REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- [19.](#) Consider approval of the final plat of My Place Hotel Maturi Addition.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 14, 2022 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 OF  
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**CITY COUNCIL WORKSESSION MINUTES**  
**Monday, February 14, 2022**  
**4:30 PM**

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

**ROLL CALL:**

**PRESENT:** Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

**Staff Present:** Tom Pagel, Chad Sterle, Cyndy Lyman, Rob Mattei, Will Richter, Barb Baird, Travis Cole

**BUSINESS:**

**REVIEW OF REGULAR AGENDA:**

No additions or changes are noted.

**DEPARTMENT HEAD REPORT:**

1. Fire Department - Chief Travis Cole

Chief Travis Cole provides an overview of Fire Department activities, calls and cities and townships served. Also noted training and drills conducted, new fire engine coming, community events, Hazmat Team, Rental Housing Ordinance and hiring of two staff to manage rental permits, Greenwood Fire assistance, retirements and new hiring. Chief Cole acknowledged department staff and thanked them for their hard work and dedication. A full report is on file in the Administration Office and can be reviewed upon request.

There being no further business, the meeting adjourned at 4:48 pm.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk



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**CITY COUNCIL MEETING MINUTES**  
**Monday, February 14, 2022**  
**5:00 PM**

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

**CALL OF ROLL:**

**PRESENT:** Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

**Staff Present:** Tom Pagel, Chad Sterle, Rob Mattei, Cyndy Lyman, Will Richter, Steve Schaar, Barb Baird, Travis Cole

**PUBLIC FORUM:**

No member of the public was present to address the Council.

**COUNCIL REPORTS:**

Councilor Blake notes possible expansion for ASV adding jobs to the community.

**APPROVAL OF MINUTES:**

1. Approve minutes for City Council meetings on Monday, January 24, 2022.

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

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period January 19, 2022 to February 7, 2022 in the total amount of \$511,919.97.

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

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Acknowledged minutes for:  
November 17th & 30th, 2021 PUC Meetings

November 24, 2021 Human Rights Commission  
 December 16, 2021 GREDA meeting  
 December 21, 2021 Golf Board  
 January 12, 2022 Library Board  
 January 13, 2022 GREDA Meeting

CONSENT AGENDA:

4. Consider adopting a resolution to accept an FAA Airport Rescue Grant and authorize the Mayor and City Clerk to execute such contract.

**Adopted Resolution 22-17**

5. Consider approving temporary 1-4 Liquor Licenses for MacRostie Art Center First Friday Events
6. Consider approving Redpath and Company's addendum dated January 20, 2022 for audit years 2020 through 2022.
7. DNR Amendment #1 for Grant Contract Agreement #185406
8. Consider adopting a resolution to authorize transferring approximately \$139,319 from the General Fund to the Capital Fund-General Improvements Capital Project for the May Mobility Project and an operating transfer from the General Fund to the Capital Fund-Capital Equipment Replacement Fund in the amount of \$13,957.

**Adopted Resolution 22-18**

9. Consider authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin-Itasca-Mille Lacs Drug Task Force.
10. Consider adopting a resolution to authorize closing Capital Projects Fund-2019 Infrastructure Fund.

**Adopted Resolution 22-19**

11. Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.
12. Consider approving Northern Industrial Erectors and Shannon Mechanical change orders for New Fire Hall.
13. Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Projects.

**Adopted Resolution 22-20**

14. Approve temporary liquor license for IEDC event for March 4, 2022.
15. Approve temporary liquor license for Itasca Curling Association event for March 25-27, 2022.

16. Consider final pay applications from Taracon Precast and Absolute Fire Protection for new Fire Hall.
17. Consider amendments to the Personnel Policy Manual.
18. Consider accepting the retirement of Bob Kuschel from the Grand Rapids Fire Department.
19. Consider accepting a disability retirement from Robert M. Stein.
20. Consider providing a comment regarding the Huber Engineered Woods Project EAW
21. Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the ASV/Yanmar expansion project

**Adopted Resolution 22-21**

22. Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the ASV/Yanmar Expansion Project

**Adopted Resolution 22-22**

23. Consider hiring Mark Stish as a temporary Janitor through Personnel Dynamics.
24. Void Lost Payroll Checks and Issue a Replacement Check
25. Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 3, 2022.
26. Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.

Motion made by Councilor Blake, Second by Councilor Toven to approve the Consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

**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 Toven, Councilor Blake, Councilor Connelly

**ADMINISTRATION:**

27. Consider appointments to Boards & Commissions

Councilor Toven notes that she has spoken with Mr. Gothard who has expressed interest in serving another term on the Planning Commission and recommends reappointment.

Mayor Christy notes that he spoke with John Bauer about his interest in re-appointment to another term on the Golf Board and with John Ryan who submitted an application for the vacant seat on the same board. Recommendation is to appoint Mr. Bauer and Mr. Ryan for a full term.

Motion made by Councilor Toven, Second by Councilor Connelly to appoint Mark Gothard to the Planning Commission, term to expire March 1, 2027 and appoint John Bauer and John Ryan to the Golf Board, terms to expire March 1, 2025. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

#### FIRE:

28. Consider creating an eligibility list for Firefighter and appoint four applicants to the Grand Rapids Fire Department's roster.

Fire Chief Cole provides background information on staffing needs and process for filling positions.

Motion made by Councilor Blake, Second by Councilor Connelly to create eligibility list for Firefighters and appoint Tony Clifton, Lee Longoria, James Turnbull and Matt Arford. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

29. Appointment of Chad Trombly to the position of Haz-Mat Equipment/Training Assistant position effective February 15, 2022.

Fire Chief Cole recommends Chad Troumbly to fill the position.

Motion made by Councilor Connelly, Second by Councilor Toven to appoint Chad Troumbly to the position of Haz-Mat Equipment/Training Assistant position as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

#### ADJOURNMENT:

There being no further business, the meeting adjourned at 5:17 pm.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk

DATE: 02/23/2022  
 TIME: 14:51:11  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/28/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1115550	KOOTASCA COMMUNITY ACTION INC	2,544.00
1915248	SHI INTERNATIONAL CORP	360.00
TOTAL CITY WIDE		2,904.00
ADMINISTRATION		
1301020	MADDEN GALANTER HANSEN, LLP	1,746.44
1920065	STAR TRIBUNE	197.08
TOTAL ADMINISTRATION		1,943.52
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0221650	BURGGRAF'S ACE HARDWARE	9.99
0315455	COLE HARDWARE INC	54.95
1801555	RAPID PEST CONTROL INC	66.00
1901535	SANDSTROM'S INC	82.16
TOTAL BUILDING SAFETY DIVISION		265.99
COMMUNITY DEVELOPMENT		
1900225	SEH	100.00
TOTAL COMMUNITY DEVELOPMENT		100.00
COUNCIL/COMMISSION/BOARDS		
0920060	ITASCA COUNTY TREASURER	1,185.88
1000067	J&M DISPLAYS INC	19,800.00
TOTAL COUNCIL/COMMISSION/BOARDS		20,985.88
FINANCE		
1309178	MINNESOTA GFOA TREASURER	210.00
TOTAL FINANCE		210.00
FIRE		
0118100	ARAMARK UNIFORM SERVICES	-48.69
0504825	EDWARDS OIL INC	269.13
1301014	MACQUEEN EMERGENCY GROUP	96.99



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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/28/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
2018225	TREASURE BAY PRINTING	44.00
	TOTAL FIRE	361.43
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	34.00
	TOTAL INFORMATION TECHNOLOGY	34.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	457.66
0121721	AUTO VALUE - GRAND RAPIDS	19.48
0301655	CARGILL INCORPORATED	7,568.19
0301685	CARQUEST AUTO PARTS	255.17
0315455	COLE HARDWARE INC	32.84
0401420	DAKOTA FLUID POWER, INC	109.13
0601690	FASTENAL COMPANY	361.85
0612225	FLEETPRIDE INC	1,259.37
1200500	L&M SUPPLY	81.96
1201545	LANYK ELECTRIC INC	912.50
1301213	MARTIN'S SNOWPLOW & EQUIP	854.95
1415030	NAPA SUPPLY OF GRAND RAPIDS	1.17
1421155	NUCH'S IN THE CORNER	192.00
1621125	PUBLIC UTILITIES COMMISSION	49.82
1801899	RAYS SPORT & CYCLE	30.59
1900225	SEH	750.00
2015825	MONROE TOWMASTER LLC	140.15
	TOTAL PUBLIC WORKS	13,076.83
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	275.02
0315455	COLE HARDWARE INC	72.68
0401420	DAKOTA FLUID POWER, INC	78.39
0601690	FASTENAL COMPANY	21.32
1201850	LAWSON PRODUCTS INC	132.10
1301720	MATCO TOOLS	27.25
1415030	NAPA SUPPLY OF GRAND RAPIDS	15.82
	TOTAL FLEET MAINTENANCE	622.58
POLICE		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/28/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0100031	A&B MISHAPS	82.20
0121721	AUTO VALUE - GRAND RAPIDS	151.99
0301685	CARQUEST AUTO PARTS	68.73
0409501	JOHN P. DIMICH	4,583.33
1309332	MN STATE RETIREMENT SYSTEM	4,542.17
1920233	STREICHER'S INC	715.96
1920240	CHAD B STERLE	437.50
TOTAL POLICE		10,581.88
GENERAL FUND-LIQUOR/CHART GAMB		
1920233	STREICHER'S INC	255.99
TOTAL		255.99
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
1309146	MACROSTIE ART CENTER	857.47
1801555	RAPID PEST CONTROL INC	63.25
2018680	TRU NORTH ELECTRIC LLC	80.00
TOTAL		1,056.45
AIRPORT		
0301685	CARQUEST AUTO PARTS	18.38
0315455	COLE HARDWARE INC	67.92
0504825	EDWARDS OIL INC	710.30
1303039	MCCOY CONSTRUCTION & FORESTRY	89.38
1920240	CHAD B STERLE	787.50
TOTAL		1,673.48
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0118230	ARENA WAREHOUSE, LLC	1,401.44
0504250	EDGE SPECIALTIES, INC	60.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	175.00
1421155	NUCH'S IN THE CORNER	39.54

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/28/2022

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
1901535	SANDSTROM'S INC	494.25
TOTAL GENERAL ADMINISTRATION		2,292.15
STATE HAZ-MAT RESPONSE TEAM		
0601690	FASTENAL COMPANY	12.15
1415480	NORTHERN HEALTH & FITNESS PLUS	4,490.00
TOTAL		4,502.15
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
TOTAL		30.00
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	3,979.20
TOTAL 2022-1 HIGHWAY 2 LIGHTING		3,979.20
GR/COHASSET IND PK INFRASTR		
1900225	SEH	53,982.35
TOTAL		53,982.35
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
0218115	BRAUN INTERTEC CORPORATION	5,567.50
1900225	SEH	44,932.00
1920240	CHAD B STERLE	1,268.75
TOTAL 21ST STREET IMPROVEMENTS		51,768.25
STORM WATER UTILITY		
0103325	ACHESON TIRE INC	510.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/28/2022

VENDOR #	NAME	AMOUNT DUE
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STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	258.65
0321505	CUMMINS INC	252.64
0514798	ENVIRONMENTAL EQUIPMENT AND	203.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	161.54
TOTAL		1,385.83
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$172,011.96
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,036.58
0113105	AMAZON CAPITAL SERVICES	48.14
0305530	CENTURYLINK QC	253.17
0315454	TRAVIS COLE	125.00
0315543	CONSTELLATION NEWENERGY -GAS	699.77
0315550	JEFF COOK	23.00
0717988	SHAWN GRAEBER	125.00
0718015	GRAND RAPIDS CITY PAYROLL	275,070.26
0718070	GRAND RAPIDS STATE BANK	838.78
0900060	ICTV	17,201.47
0920036	ITASCA COUNTY ATTORNEY OFFICE	5,343.00
0920055	ITASCA COUNTY RECORDER	46.00
1105225	CITY OF KEEWATIN	1,310.13
1121695	LANCE KUSCHEL	102.00
1209527	JOHN R. LINDER	23.00
1301146	MARCO TECHNOLOGIES, LLC	331.36
1309098	MINNESOTA MN IT SERVICES	453.21
1309199	MINNESOTA ENERGY RESOURCES	3,190.26
1309269	MN DEPT OF NATURAL RESOURCES	4,500.00
1309291	MN POLLUTION CONTROL AGENCY	620.00
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1309335	MINNESOTA REVENUE	2,581.00
1315654	NATHAN MORLAN	102.00
1315665	KELLY MORRIS	30.10
1401705	CITY OF NASHWAUK	908.17
1516220	OPERATING ENGINEERS LOCAL #49	110,814.00
1605734	JON PETERSON	147.90
1621130	P.U.C.	60,309.42
2000490	TDS Metrocom	569.15
2015800	MICHELLE TOVEN	332.35
2018555	CHAD TROUMBLY	23.00
2209665	VISA	8,734.69
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$501,075.91
TOTAL ALL DEPARTMENTS		\$673,087.87



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Consider authorizing the Police Department to enter into Congratulate and Educate Tobacco Compliance Check annual plan agreement / contract with Minnesota Department of Human Services.

**PREPARED BY:** Captain Andy Morgan

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### **BACKGROUND:**

The Police Department is interested in collaborating with Minnesota Department of Human Services to conduct annual tobacco compliance checks. This program is educational in purpose and does not impose a penalty for noncompliance. If authorized, a GRPD Staff member will conduct the 19 educational tobacco compliance checks on the 19 locally licensed tobacco vendors by June 30, 2022. Per contract, the City of Grand Rapids would be compensated \$50 per compliance check. GRPD has considerable history and recognizes the value in participating in this program.

GRPD also participates in another annual Tobacco Compliance Check per MN Statute 461.12 that does impose fines for noncompliance

### **REQUESTED COUNCIL ACTION:**

Make a motion authorizing the Police Department to enter into annual plan agreement / contract with Minnesota Department of Human Services allowing for 2022 Educational Tobacco Compliance Checks.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

**SFY 2022 ANNUAL PLAN AGREEMENT**  
**T# 22A55/ Contract Number 193648**  
**STATE OF MINNESOTA, DEPARTMENT OF HUMAN SERVICES**

**A. VENDOR INFORMATION**

1. Legal Name: Grand Rapids Police Department
2. Address: 420 N Pokegama Ave Grand Rapids, MN 55744
3. E-Mail Address: tdirkes@ci.grand-rapids.mn.us
4. Phone: 218-326-3464

**B. AGREEMENT INFORMATION**

1. Dates of Service **January 5, 2022 to June 30, 2022**  
(SFY22 ends June 30, 2022)
2. Compensation: \$ 950 = \_19\_ checks@ \$50 per compliance check
3. Expenses\*: \$ 0
4. Total to Encumber: \$ 950.00  
(\*See <http://www.mmd.admin.state.mn.us/commissionersplan.htm> for allowable rates)

This Annual Plan Agreement (“Agreement”) is between the State of Minnesota, acting through its Department of Human Services **Behavioral Health Division**, (“STATE”), and **Grand Rapids Police Department, 420 N Pokegama Ave Grand Rapids, MN 55744**, an independent contractor, and not an employee of the State of Minnesota (“VENDOR”).

By signing the Agreement, VENDOR agrees to perform the following work under the terms and conditions listed below:

1. **Terms of Agreement.** The effective date of the Agreement is **January 5, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2,  
  
The expiration date of this Agreement is **June 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
2. **Vendor’s Duties.** VENDOR, which is not a STATE employee, agrees to perform the following work and services under the terms and conditions listed below:

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

VENDOR will conduct educational tobacco compliance checks. All compliance checks are educational in purpose, and these tobacco compliance checks do NOT fulfill the requirements of MN Statute 461.12, subd. 5, that a licensing authority shall conduct unannounced compliance checks at least once each calendar year. These compliance checks do not meet the requirement of MN Statute 461.12 because these checks are educationally based and do NOT include a penalty. Vendor Will:

- a.) Complete **nineteen (19)** educational tobacco compliance checks by June 30, 2022 (no exceptions). Compliance checks will be reimbursed at \$50 per occurrence.
  - b.) Ensure that no penalty is levied on the clerk or the business owner from the county or city as a result of these educational tobacco compliance checks.
  - c.) Provide clerks who fail the educational tobacco compliance check an educational publication which will be reviewed with them by the individual who conducted the compliance check.
  - d.) Provide clerks who pass the educational tobacco compliance check a certificate of appreciation signed by the organization conducting the checks.
  - e.) Provide the owner of the establishment a publication including the date the tobacco check was conducted and the results of the inspection (pass or fail).
  - f.) Complete a short survey online and email the completed vendor invoice form to vicki.berg@state.mn.us for payment by July 08, 2022.
  - g.) Ensure that compliance checks involve persons at least 17 years of age, but under the age of 21, who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products under the direct supervision of a law informant officer or an employee of the VENDOR's licensing authority.
- 3. Scope of Agreement. VENDOR must not perform any work under this Agreement until STATE has signed this document and STATE's Authorized Representative notifies VENDOR to begin work.**
- 4. Conditions of Payment.** All services that VENDOR provides pursuant to this Agreement must be performed to STATE's satisfaction, as STATE determines in its sole discretion. STATE will not pay VENDOR for any work that STATE considers unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule, regulation, or policy. Under Minnesota Statutes, section 16C.08, subdivision 2(10), STATE will not pay more than 90 percent (90%) of the amount due under this Agreement until STATE's agency head reviews and approves the final product that VENDOR delivers under this Agreement. Accordingly, the STATE will withhold ten percent (10%) of the total obligation amount in the manner checked below.
- Withholding ten percent (10%) of the total amount of each invoice submitted by VENDOR for payment.
- Withholding payment on invoices at the beginning of the Agreement until the withheld amount equals ten percent (10%) of the total obligation amount.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

- Paying in full invoice amounts equal to ninety percent (90%) of the total obligation, and then withholding the remaining ten percent (10%).

**5. Consideration and Terms of Payment.** STATE will pay for all services that VENDOR performs under this Agreement as follows:

- A. Invoices.** STATE will pay VENDOR promptly after VENDOR's presentation of invoices for services performed if STATE's Authorized Representative accepts the invoices and services as satisfactory.
- B. Compensation.** STATE will pay VENDOR for services satisfactorily performed (as stated in section 3) according to the rate and expense amount specified on Page 1 of this Agreement.
- C. Travel and Subsistence Expense.** STATE will reimburse VENDOR for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference.<sup>1</sup> STATE will not reimburse VENDOR for travel and subsistence expense incurred outside the State of Minnesota unless STATE has given VENDOR prior written approval for such out-of-State travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. Withholding.** STATE will deduct and withhold compensation payable under this Agreement that is subject to withholding under state or federal law.
- E. Total Obligation.** The total obligation of STATE for all compensation and reimbursements to VENDOR shall not exceed **nine hundred fifty dollars (\$950.00)**.
- F. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to VENDOR. In the event of such termination, VENDOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. STATE has determined that VENDOR is a "contractor" pursuant to 2 C.F.R section 200.331.

**6. Termination.** STATE or the Commissioner of the State Department of Administration may terminate this Agreement at any time, with or without cause, after providing 30 days' written notice of the termination to VENDOR. In the event of such a termination, VENDOR will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

**7. Authorized Representatives and Responsible Authority.**

- A. State.** STATE'S authorized representative is **Vicki Berg, Project Manager, vicki.berg@state.mn.us** or successor, who has the responsibility to monitor VENDOR'S performance and the authority to accept the services provided under this contract. If the

<sup>1</sup> <https://mn.gov/mmb-stat/000/az/labor-relations/commissioners-plan/contract/commissioners-plan-accessible.pdf>.



DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

services are satisfactory, STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.

**B. Vendor.** VENDOR'S Authorized Representative is **Tim Dirkes, Officer, tdirkes@ci.grand-rapids.mn.us** or successor. If the VENDOR'S Authorized Representative changes at any time during this contract, VENDOR must immediately notify STATE.

**8. Indemnification.** In the performance of this Agreement by VENDOR (which for the purposes of this clause is defined to include VENDOR'S agents and employees), VENDOR must indemnify, save, and hold harmless STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by STATE, to the extent caused by VENDOR'S:

- A. Intentional, willful, or negligent acts or omissions
- B. Actions that give rise to strict liability, or
- C. Breach of contract or breach of warranty

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of STATE'S sole negligence. This clause will not be construed to bar any legal remedies VENDOR may have for STATE'S failure to fulfill its obligation under this Agreement.

**9. State Audit.** Under Minnesota Statutes, 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of VENDOR and its employees, agents, subcontractors, or representatives, relevant to this Agreement must be made available and subject to examination by STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor, for a minimum of six years from the end date of this agreement.

**10. Information Privacy and Security.**

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Data Practices Act"), as "not public data" on individuals to VENDOR under this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that VENDOR will not create, receive, maintain, or transmit "protected health information," as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, VENDOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this Agreement. Therefore, VENDOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If VENDOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, VENDOR will be responsible for its own compliance.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

- C. Notwithstanding paragraphs A and B, in its capacity as VENDOR under this Agreement, VENDOR must comply with the provisions of the Data Practices Act as if it were a governmental entity as defined by the Data Practices Act, to the extent that VENDOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11. Any data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, Chapter 13, by either VENDOR or STATE.
- D. If VENDOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this Agreement, VENDOR must immediately notify and consult with STATE's Authorized Representative as to how VENDOR should respond to the request.
- E. Under this Agreement, VENDOR will be performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by VENDOR in performing its duties under this Agreement.
- 11. Intellectual Property Rights.** Except in the case of intellectual property rights previously acquired by VENDOR, STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works created and paid for under this Agreement*. The Works will be the exclusive property of STATE and VENDOR must immediately return all such Works to STATE upon completion or cancellation of this Agreement. "Works," means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by VENDOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works," includes "Documents." "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, that VENDOR, its employees, agents, or subcontractors, prepares in the performance of this Agreement.
- 12. Data Disclosure.** Under Minn. Stat. § 270B.09, Minn. Stat. § 270C.66, and other applicable law, VENDOR consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to STATE, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring VENDOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. STATE will not approve this Agreement unless VENDOR provides these numbers.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

- 13. Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Survival of Terms.** The following clauses survive cancellation of this Agreement: 8. Indemnification; 9. State Audit; 10. Information Privacy and Security; 11. Intellectual Property Rights, and; 13. Governing Law, Jurisdiction and Venue.
- 15. Prohibition on Weapons.** VENDOR agrees that none of its employees or agents will carry or possess a weapon wherever and whenever they perform services within the scope of this Agreement, including in their personal vehicles when they are using the vehicles to perform work under this Agreement. Any violations of this policy by VENDOR or VENDOR's employees may be grounds for immediate suspension or termination of the agreement.— **Currently Licensed Peace Officers are exempt from clause 15. If Police or Sheriff Departments utilize officers who carry or possess weapons, as defined in Minnesota Statutes, section 626.05, subdivision 2, for performing services within the scope of this agreement, then these Departments shall utilize only its active and currently licensed peace officers.**
- 16. Criminal Background Check Required.** Before it begins any work under this Agreement, VENDOR and employees of VENDOR working on site at STATE's Central Office and accessing "not-public" data or protected health information as referenced in Section 10 of this Agreement, "Information Privacy and Security," or having direct contact with STATE's program beneficiaries, must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH Background Check") performed within the last 12 months. "CCH Background Check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- 17. Assignment.** VENDOR may neither assign nor transfer any rights or obligations under this Agreement without STATE's prior written consent and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement, including authorized representatives.
- 18. Amendments.** Any amendment to this Agreement must be written and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, including authorized representatives.
- 19. Waiver.** If STATE fails to enforce any provision of this Agreement, that failure does not waive the provision or STATE'S right to enforce it.
- 20. Severability.** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 21. Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.** VENDOR Certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

its departments, commissions, agencies, or political subdivisions. VENDOR's certification is a material representation upon which the contract award was based. VENDOR shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

## 22. Vaccination/Testing Requirements

- A. **Applicability.** This section applies to VENDOR's employees or subcontractors who are performing contracted work in the following areas of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals")
- B. **Requirements.** In accordance with [HR/LR Policy #1446](#), Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
- C. **Compliance.** VENDOR is responsible for the following:
1. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
  2. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
  3. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered individual has been medically cleared; and
  4. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item B Requirements, above.
- D. **Reporting.** Upon request, VENDOR shall provide the State with documentation demonstrating compliance with these requirements. VENDOR shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

23. **Entire Agreement.** This Agreement contains all negotiations and agreements between STATE and VENDOR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**SIGNATURE PAGE FOLLOWS.**

Item 3.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number 3000089443
EIOR Number 245313	Originator Name Vicki Berg	Division Behavioral Health Division	

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION  
*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

DocuSigned by:  
 By: *Jeanne Catura*  
6CC4A2AECE47467...  
 Date: 1/21/2022

Purchase Order No: 3000089443

2. VENDOR

*Vendor certifies it is not a State employee, and is an independent contractor. Signatory certifies that VENDOR'S articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the VENDOR to the terms of this Agreement. VENDOR and Signatory agree that the State Agency relies on the Signatory's certification herein.*

DocuSigned by:  
 By: *[Signature]*  
C58E68228D43413...  
 Title: Patrol Officer  
 Date: 1/24/2022

Distribution (fully executed contract to each):  
 Contracts & Legal Compliance Division  
 Vendor  
 Agency

3. STATE AGENCY

DocuSigned by:  
 By: *Gertrude Matamba*  
EP9A865709F488...  
 (with delegated authority)

Title: Assistant Commissioner

Date: 1/24/2022

2.B. VENDOR

vendor certifies it is not a State employee, and is an independent contractor. Signatory certifies that VENDOR'S articles of incorporation, bylaws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the VENDOR to the terms of this Agreement. VENDOR and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: \_\_\_\_\_  
 Title: Assistant Chief of Police  
 Date: \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Consider approving the plans and specifications and ordering the advertisement for bids for CP 2003-18, 21<sup>st</sup> Street SW Extension.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

Plans and specifications are complete and the project is ready for advertising for bids. Plans can be reviewed in the office of the City Engineer.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve plans and specifications and ordering the advertisement for bids for CP 2003-18, 5<sup>th</sup> Street SW Extension.

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

RESOLUTION NO. 22-\_\_

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND ORDER ADVERTISEMENT FOR BIDS FOR 21<sup>st</sup> Street SW Extension City Project 2003-18**

WHEREAS, plans and specifications have been prepared for CP 2003-18, the 21<sup>st</sup> Street SW Extension, and

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

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the City Engineer until 10:30 a.m., on Tuesday, March 29<sup>th</sup>, 2022, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, April 11<sup>th</sup>, 2022, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless received and accepted via the online electronic bid service and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 28<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
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:** February 28, 2022

**AGENDA ITEM:** Consider final pay applications from A-Z Electric and McDowall Company for new Fire Hall.

**PREPARED BY:** Nathan Morlan

---

### **BACKGROUND:**

Description of New Fire Hall Final Pay Applications are as follows:

A-Z Electric original contract sum \$299,997.00

A-Z Electric final contract sum \$382,760.84

A-Z Electric current payment due \$19,138.04

McDowall Company original contract sum \$344,700.00

McDowall Company final contract sum \$352,194.00

McDowall Company current payment due \$19,914.41

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve New Fire Hall final pay applications from A-Z Electric and McDowall Company.



**TO OWNER:**  
 City of Grand Rapids  
 420 North Pokegama Ave  
 Grand Rapids, Minnesota 55744

**PROJECT:**  
 Grand Rapids Fire Department  
 11th Street SE  
 Grand Rapids, Minnesota 55744

APPLICATION NO: 6  
 INVOICE NO: 2GRFIRE-6  
 PERIOD: 12/01/21 - 12/31/21  
 PROJECT NO: S20020C  
 CONTRACT DATE:

DISTRIBUTION TO:

Final

**FROM SUBCONTRACTOR:**  
 McDowall Company  
 1431 Prosper Drive  
 Waite Park, Minnesota 56387

**SUBCONTRACT DATE:** //

**SUBCONTRACT FOR: WS 003 Roofing McDowall  
 SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$ 344,700.00
2.	Net change by change orders	\$ 7,494.00
3.	Contract sum to date (line 1 ± 2)	\$ 352,194.00
4.	Total completed and stored to date (Column G on detail sheet)	\$ 352,194.00
5.	Retainage:	
	a. 0.00% of completed work:	\$ 0.00
	b. 0.00% of stored material:	\$ 0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$ 352,194.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$ 332,279.59
8.	Current payment due:	\$ 19,914.41
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$ 0.00

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

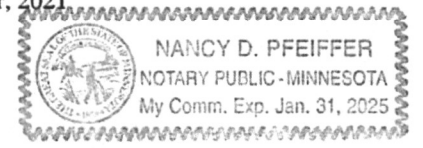
SUBCONTRACTOR: McDowall Company

By: John W. McDowall Date: 12-27-21

State of: MN  
 County of: Benton

Subscribed and sworn to before me this 27th day of December, 2021

Notary Public: Nancy Pfeiffer  
 My commission expires: 01-31-25



**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED:** \$ 19,914.41

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 22,684.00	(\$17,422.00)
Total approved this Month:	\$ 2,232.00	\$ 0.00
Totals:	\$ 24,916.00	(\$ 17,422.00)
Net change by change orders:	\$ 7,494.00	

DocuSigned by:  
**CONSTRUCTION MANAGER:**  
 By: Mark Cobb Date: 1/5/2022  
D83D8FFA0215413...

**ARCHITECT:** (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6  
 APPLICATION DATE: 12/23/2021  
 PERIOD: 12/01/21 - 12/31/21  
 ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A	B	C	D	E	F	G	H	I		
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	A.-5.05 - WS 03 Roofing	ROOFING LABOR	\$ 115,733.00	\$ 115,733.00	\$ 0.00	\$ 0.00	\$ 115,733.00	100.00%	\$ 0.00	\$ 0.00
2	A.-5.05 - WS 03 Roofing	ROOFING MATERIAL	\$ 179,755.00	\$ 179,755.00	\$ 0.00	\$ 0.00	\$ 179,755.00	100.00%	\$ 0.00	\$ 0.00
3	A.-5.05 - WS 03 Roofing	ROOFING MISC	\$ 19,112.00	\$ 19,112.00	\$ 0.00	\$ 0.00	\$ 19,112.00	100.00%	\$ 0.00	\$ 0.00
4	A.-5.05 - WS 03 Roofing	SHEETMETAL LABOR	\$ 19,398.00	\$ 19,204.02	\$ 193.98	\$ 0.00	\$ 19,398.00	100.00%	\$ 0.00	\$ 0.00
5	A.-5.05 - WS 03 Roofing	SHEETMETAL MATERIAL	\$ 10,702.00	\$ 10,702.00	\$ 0.00	\$ 0.00	\$ 10,702.00	100.00%	\$ 0.00	\$ 0.00
<b>TOTALS:</b>			<b>\$ 344,700.00</b>	<b>\$ 344,506.02</b>	<b>\$ 193.98</b>	<b>\$ 0.00</b>	<b>\$ 344,700.00</b>	<b>100.00%</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

Whole Change Order Packages

A	B	C	D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
6	CCO # 001 CE #002 - PR #2 Roofing System - Vapor Barrier									
6.1	A.-5.05 PR #2 Roofing System - Vapor Barrier	(\$17,422.00)	(\$17,422.00)	\$ 0.00	\$ 0.00	(\$17,422.00)	100.00%	\$ 0.00	\$ 0.00	
7	CCO # 002 CE #018 - 30 Year Roof Warranty									
7.1	A.-5.05 30 Year Roof Warranty	\$ 4,400.00	\$ 4,400.00	\$ 0.00	\$ 0.00	\$ 4,400.00	100.00%	\$ 0.00	\$ 0.00	
8	CCO # 003 CE #056 - Canopy Soffit and Fascia									
8.1	A.-5.05 Canopy Soffit and Fascia	\$ 18,284.00	\$ 18,284.00	\$ 0.00	\$ 0.00	\$ 18,284.00	100.00%	\$ 0.00	\$ 0.00	
9	CCO # 004 CE #065 - ASI 18 Downspout South Canopy & Epoxy build up for roll in shower									
9.1	A.-5.05	\$ 2,232.00	\$ 0.00	\$ 2,232.00	\$ 0.00	\$ 2,232.00	100.00%	\$ 0.00	\$ 0.00	
<b>TOTALS:</b>			<b>\$ 7,494.00</b>	<b>\$ 5,262.00</b>	<b>\$ 2,232.00</b>	<b>\$ 0.00</b>	<b>\$ 7,494.00</b>	<b>100.00%</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**DOCUMENT DETAIL SHEET**

Item 5.

**Grand Totals**

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>GRAND TOTALS:</b>	\$ 352,194.00	\$ 349,768.02	\$ 2,425.98	\$ 0.00	\$ 352,194.00	100.00%	\$ 0.00	\$ 0.00

DOCUMENT DETAIL SHEET- APPLICATION AND CERTIFICATE FOR PAYMENT

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**DOCUMENT SUMMARY SHEET**

Item 5.

**TO OWNER:**  
 City of Grand Rapids  
 420 North Pokegama Ave  
 Grand Rapids, Minnesota 55744

**PROJECT:**  
 Grand Rapids Fire Department  
 11th Street SE  
 Grand Rapids, Minnesota 55744

APPLICATION NO: 10  
 INVOICE NO: 12272021  
 PERIOD: 12/01/21 - 12/31/21  
 PROJECT NO: S20020C  
 CONTRACT DATE: 12/02/2020

DISTRIBUTION TO:

**Final**

**FROM SUBCONTRACTOR:**  
 A - Z Electric  
 200 South Ave  
 Marble, Minnesota 55764

**SUBCONTRACT DATE:** 12 /2 /2020

**SUBCONTRACT FOR: WS 007 Electrical A-Z Electric  
 SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$ 299,997.00
2.	Net change by change orders	\$ 82,763.84
3.	Contract sum to date (line 1 ± 2)	\$ 382,760.84
4.	Total completed and stored to date (Column G on detail sheet)	\$ 382,760.84
5.	Retainage:	
	a. 0.00% of completed work:	\$ 0.00
	b. 0.00% of stored material:	\$ 0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$ 382,760.84
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$ 363,622.80
8.	Current payment due:	\$ 19,138.04
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 83,920.34	(\$1,156.50)
Total approved this Month:	\$ 0.00	\$ 0.00
Totals:	\$ 83,920.34	(\$ 1,156.50)
Net change by change orders:	\$ 82,763.84	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

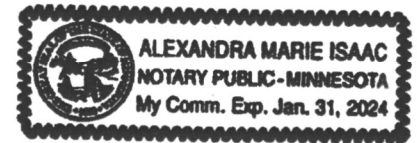
SUBCONTRACTOR: A - Z Electric

By: Alexandra Marie Isaac  
 State of: \_\_\_\_\_  
 County of: \_\_\_\_\_

Date: 12-27-2021

Subscribed and sworn to before me this

December day of 2021



Notary Public:

My commission expires: January 31st 2024

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED:** \$ 19,138.04

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)*

DocuSigned by:  
**CONSTRUCTION MANAGER:**

By: Mark Cole

Date: 1/5/2022

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**ARCHITECT:** (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## CONTINUATION SHEET

## DOCUMENT DETAIL SHEET

P Item 5.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 10  
APPLICATION DATE: 12/25/2021  
PERIOD: 12/01/21 - 12/31/21

ARCHITECTS/ENGINEERS PROJECT NO:

## Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	A.-5.09 - WS 07 Electrical	BOND	\$ 7,500.00	\$ 7,500.00	\$ 0.00	\$ 0.00	\$ 7,500.00	100.00%	\$ 0.00	\$ 0.00
2	A.-5.09 - WS 07 Electrical	SUBMITTALS	\$ 3,500.00	\$ 3,500.00	\$ 0.00	\$ 0.00	\$ 3,500.00	100.00%	\$ 0.00	\$ 0.00
3	A.-5.09 - WS 07 Electrical	MOBILIZATION/PERMIT	\$ 5,000.00	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00	100.00%	\$ 0.00	\$ 0.00
4	A.-5.09 - WS 07 Electrical	GENERATOR	\$ 65,000.00	\$ 65,000.00	\$ 0.00	\$ 0.00	\$ 65,000.00	100.00%	\$ 0.00	\$ 0.00
5	A.-5.09 - WS 07 Electrical	LIGHTING/SERVICE GEAR	\$ 44,000.00	\$ 44,000.00	\$ 0.00	\$ 0.00	\$ 44,000.00	100.00%	\$ 0.00	\$ 0.00
6	A.-5.09 - WS 07 Electrical	ROUGH IN MATERIAL	\$ 35,000.00	\$ 35,000.00	\$ 0.00	\$ 0.00	\$ 35,000.00	100.00%	\$ 0.00	\$ 0.00
7	A.-5.09 - WS 07 Electrical	ROUGH IN LABOR	\$ 60,000.00	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 60,000.00	100.00%	\$ 0.00	\$ 0.00
8	A.-5.09 - WS 07 Electrical	FINISH MATERIAL	\$ 25,997.00	\$ 25,997.00	\$ 0.00	\$ 0.00	\$ 25,997.00	100.00%	\$ 0.00	\$ 0.00
9	A.-5.09 - WS 07 Electrical	FINISH LABOR	\$ 54,000.00	\$ 54,000.00	\$ 0.00	\$ 0.00	\$ 54,000.00	100.00%	\$ 0.00	\$ 0.00
<b>TOTALS:</b>			\$ 299,997.00	\$ 299,997.00	\$ 0.00	\$ 0.00	\$ 299,997.00	100.00%	\$ 0.00	\$ 0.00

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Item 5.

Whole Change Order Packages

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			<b>10</b>	<b>CCO # 001 CE #015 - ASI/PR #8 - Omission of Gridline 13 wall</b>					
10.1	A.-5.09 ASI/PR #8 - Omission of Gridline 13 wall	(\$1,156.50)	(\$1,156.50)	\$ 0.00	\$ 0.00	(\$1,156.50)	100.00%	\$ 0.00	\$ 0.00
<b>11</b>	<b>CCO # 002 CE #019 - Installation of Temporary Heating Power</b>								
11.1	A.-5.09 Installation of Temporary Heating Power	\$ 781.46	\$ 781.46	\$ 0.00	\$ 0.00	\$ 781.46	100.00%	\$ 0.00	\$ 0.00
<b>12</b>	<b>CCO # 003 CE #044 - Power to Access Doors</b>								
12.1	A.-5.09 Power to Access Doors	\$ 6,200.00	\$ 6,200.00	\$ 0.00	\$ 0.00	\$ 6,200.00	100.00%	\$ 0.00	\$ 0.00
<b>13</b>	<b>CCO # 004 CE #033 - Underground Conduits   CE #051 - Breakers/Outlets Add</b>								
13.1	A.-5.09 Underground Conduits	\$ 57,700.00	\$ 57,700.00	\$ 0.00	\$ 0.00	\$ 57,700.00	100.00%	\$ 0.00	\$ 0.00
13.2	A.-5.09 Breakers/Outlets Add	\$ 5,981.70	\$ 5,981.70	\$ 0.00	\$ 0.00	\$ 5,981.70	100.00%	\$ 0.00	\$ 0.00
<b>14</b>	<b>CCO # 005 CE 026 - ASI 13   CE 045 - Camera wiring   CE 67 T&amp;M Electrical Additions</b>								
14.1	A.-5.09 ASI #13	\$ 325.48	\$ 325.48	\$ 0.00	\$ 0.00	\$ 325.48	100.00%	\$ 0.00	\$ 0.00
14.2	A.-5.09 Camera wiring	\$ 9,655.00	\$ 9,655.00	\$ 0.00	\$ 0.00	\$ 9,655.00	100.00%	\$ 0.00	\$ 0.00
14.3	A.-5.09 T&M Owner Additions	\$ 1,115.00	\$ 1,115.00	\$ 0.00	\$ 0.00	\$ 1,115.00	100.00%	\$ 0.00	\$ 0.00
<b>15</b>	<b>CCO # 006 CE #070 - Electrical T&amp;M Work Order at workbench area</b>								
15.1	A.-5.09 T&M Work Order 8-31-2021	\$ 2,161.70	\$ 2,161.70	\$ 0.00	\$ 0.00	\$ 2,161.70	100.00%	\$ 0.00	\$ 0.00
<b>TOTALS:</b>		<b>\$ 82,763.84</b>	<b>\$ 82,763.84</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 82,763.84</b>	<b>100.00%</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			<b>GRAND TOTALS:</b>						

DOCUMENT DETAIL SHEET- APPLICATION AND CERTIFICATE FOR PAYMENT



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Void Lost Payroll Checks and Issue a Replacement Check

**PREPARED BY:** Laura Pfeifer

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**BACKGROUND:**

Payroll check #83647 issued to Cody Haucke on February 12, 2021 for \$736.88 and Payroll check #83910 on June 4, 2021 for \$395.20 are lost. Cody Haucke has completed an Affidavit of Lost Check for both checks.

**REQUESTED COUNCIL ACTION:**

Make a motion to void lost Payroll checks #83647 and #83910, issue a new check and waiving bond requirements for the checks issued to Cody Haucke in the amount of \$736.88 and \$395.20 for a total of \$1,132.08.

AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**CODY J HAUCKE**, being first duly sworn on oath, states that he/she resides at **419 SW 2<sup>ND</sup> AVE, GRAND RAPIDS, MN, 55744** and that he/she is the payee named in a check number **83647 and 83910**, issued to **CODY J HAUCKE**, drawn by **CITY OF GRAND RAPIDS** dated **2/12/2021 and 6/04/2021**, for the sum of **\$736.88 and 395.20**; 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:

**LOST PAYROLL CHECKS**

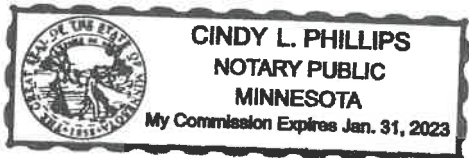
I am making this Affidavit in conjunction with my request that the **CITY OF GRAND RAPIDS** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED *Cody J Haucke*

Subscribed and sworn to before me

This 16 day of February, 2022

*Cindy R. Phillips*  
Notary Public







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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Consider adopting a resolution authorizing the execution of a MNDOT Agency Agreement for an FAA ARPA Grant in the amount \$59,000.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The Grand Rapids/Itasca County Airport has received a Federal ARPA Grant in the amount of \$59,000. In order to receive reimbursements under the ARPA Program the attached MNDOT Agency Agreement needs to be executed.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution authorizing the execution of a MNDOT Agency Agreement for an FAA ARPA Grant in the amount of \$59,000.

**STATE OF MINNESOTA**  
**AGENCY AGREEMENT for**  
**FEDERAL AIRPORT EXPENSES REIMBURSEMENT**

This agreement is entered into by and between the Grand Rapids-Itasca County Airport Commission (“Local Government”) and the State of Minnesota, acting through its Commissioner of Transportation (“MnDOT”).

**RECITALS**

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1. Local Government has received an Airport Rescue Grant (“ARG”) under the American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2) (“ARPA”) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ARG funds. The FAA will be conducting oversight and monitoring the ARG funding (see ARPA FAQs for more information, at: [https://www.faa.gov/airports/airport\\_rescue\\_grants/media/20211124\\_ARPA\\_FAQs.pdf](https://www.faa.gov/airports/airport_rescue_grants/media/20211124_ARPA_FAQs.pdf)).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

**AGREEMENT TERMS**

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**1. Term of Agreement**

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on September 30, 2024.

**2. Local Government’s Duties**

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the ARPA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ARG Grant, which is incorporated into this contract by reference.

**3. MnDOT’s Duties**

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the ARPA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.
- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

**4. Payment**

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments for the Grand Rapids-Itasca County Airport. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA’s Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282), which is incorporated into this agreement by reference, and the ARPA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$59,000 in Federal ARPA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
  - 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the ARPA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government’s failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

**5. Conditions of Payment.** Local Government’s use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

**6. Authorized Representatives**

- 6.1. MnDOT's Authorized Representative is:
  - Name: Jessica McBroom, or her successor or designee.
  - Title: Grants Specialist
  - Email: jessica.mcbroom@state.mn.us
  
- 6.2. The Local Government’s Authorized Representative is:
  - Name: Matt Wegwerth
  - Title: Director of Public Works/City Engineer

Email: mwegwerth@ci.grand-rapids.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

**7. Assignment Amendments, Waiver, and Agreement Complete**

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

**8. Liability and Claims**

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

**9. Audits**

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

**10. Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Local Government’s employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT’s obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government’s contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the 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; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, 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 or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
17. **Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement.

MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**LOCAL GOVERNMENT**

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

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

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

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

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

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

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

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

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

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

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

**MnDOT GRANT UNIT**

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

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

**RESOLUTION**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AGENCY AGREEMENT FOR FEDERAL AIRPORT  
EXPENSES REIMBURSEMENT**

It is resolved by the **Grand Rapids-Itasca County Airport Commission** as follows:

1. That the state of Minnesota Agreement No. **1049652**,  
"Grant Agreement for Federal Airport Expenses Reimbursement," for  
State Project No. **A3101-C3** at the **Grand Rapids/Itasca County Airport-Gordon  
Newstrom Field** is accepted.

2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Title) (Title)  
authorized to execute this Agreement and any amendments on behalf of the  
**Grand Rapids-Itasca County Airport Commission.**

**CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



# AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

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

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$300.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2022 to December 31, 2023. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2023, the Lessee must notify the Lessor in writing no later than December 1, 2023 for cancellation effective December 31, 2023.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due March 30, 2022. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$400.00 for the remainder of 2022 and \$600.00 per year for 2023 and following years for a 4 x 5 interior wall sign and/or one dasherboard advertisement.

BY: Anthony Larson  
 Lessee

DATE: 2/21/2022

CITY OF GRAND RAPIDS (Lessor)

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

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

\_\_\_\_\_  
 Tom Pagel, City Administrator

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** Feb. 28, 2022

**AGENDA ITEM:** Consider entering into Advertising Agreements with businesses at the IRA Civic Center.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

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### BACKGROUND:

Advertising is great source of revenue at the Civic Center. The following businesses wish to enter into Agreements to have dasher board ads and/or a back-lit wall signs:

- Larson Elevator
- Monarch Healthcare Management

### REQUESTED COUNCIL ACTION:

Make a motion to enter into Advertising Agreements with businesses at the IRA Civic Center.

# AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

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

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$1,200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2022 to December 31, 2023. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2023, the Lessee must notify the Lessor in writing no later than December 1, 2023 for cancellation effective December 31, 2023.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due January 31, 2022. The Lessor reserves the right to sell sign space if the payment is not received by January 31, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$900.00 for the remainder of 2022 and \$1200.00 for 2023 and any years following for two dashboard advertisements.

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

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

CITY OF GRAND RAPIDS (Lessor)

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

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

\_\_\_\_\_  
Tom Pagel, City Administrator

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



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28<sup>th</sup>, 2022

**AGENDA ITEM:** Authorize and approve the quote to relocate the AV Gas Pump at the Grand Rapids-Itasca County Airport

**PREPARED BY:** Cynthia Lyman

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**BACKGROUND:**

The underground sensor equipment on the fuel line from the tank to the pump has failed. This equipment is a requirement of the MPCA. In lieu of excavating the underground lines, the existing gas pump will be moved to a new pad next to the tank. This will eliminate the need for costly sensor equipment. Two quotes were received:

Minnesota Petroleum Service Inc.: \$23,850.88

O'Day Equipment, LLC: \$27,207.57

Matt Wegwerth, Public Works Director/Airport Manager recommends awarding the quote to Minnesota Petroleum Service for \$23,850.88 and the funds for this project will come out of the Cares Money.

**REQUESTED COUNCIL ACTION:**

Make a motion to authorize quotes and award contract to Minnesota Petroleum Service Inc. for the amount of \$23,850.88.



"Service After The Sale"

Minnesota Petroleum Service, Inc.  
 682 39th Ave NE  
 Minneapolis, MN 55421  
 763-780-5191 F:763-780-5472

Item 9.

[www.mnpetro.com](http://www.mnpetro.com)

[mblazevic@mnpetro.com](mailto:mblazevic@mnpetro.com)

To: Everett Baumgarner  
 Grand Rapids Airport - 1500 7th Ave. SE. Grand Rapids, MN 55744  
 AV Gas Quote

Quote #:   
 Date: 14-Feb-2022

DESCRIPTION	QTY	PRICE	AMOUNT
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**SCOPE:** Transfer (1) existing AV gas hose reel to new location on new concrete pad near tank. Make new piping connections from tank to hose reel cabinet. Close to pipe ends in place with slurry mix (will not fill entire pipe). **\*\*\*project bid under the assumption that local fire will approve new location of hose reel - if not, pricing will need to be adjusted\*\*\***

**MATERIALS:**

(2) 7" Bollard	2	\$375.00	\$750.00
(1) Solenoid Valve	1	\$998.00	\$998.00
(2) Braided Flex Lines	2	\$264.00	\$528.00
Misc. black pipe, fittings, unions.	1	\$1,824.00	\$1,824.00
<b>Materials Subtotal:</b>			<b>\$4,100.00</b>
<b>Materials Tax: 6.875%</b>			<b>\$281.88</b>
<b>Labor/MN Blue:</b> Drain (1) existing AV gas line for pipe closure.	1	\$1,760.00	\$1,760.00
<b>Labor/MPS:</b> Remove existing transition sump in order to fill pipe in place. Bobcat and forks (to transport hose reel to new location). Fill each end of pipe to the best of our ability so the line is closed in place. Relocate (1) existing hose reel and meter box from front gate and move back towards tank. Install necessary piping, fittings, (1) solenoid valve, and unions to make new connectons from tank to existing hose reel.	1	\$7,876.00	\$7,876.00
<b>Hotel / Per Diem:</b>	1	\$775.00	\$775.00

<b>Labor/Electrical:</b> disconnect and reconnect power to (1) AV Gs submersible using existing conduit. Disconnect and reconnect power to AV gas hose reel using existing circuitry.	1	\$3,405.00	\$3,405.00
<b>Labor/Concrete:</b> Pour new pad for (1) existing pump near existing AV Gas tank. Set and pour (2) new bollards.	1	\$4,400.00	\$4,400.00
<b>Mobilization</b>	1	\$1,253.00	\$1,253.00

**Total For the above:** \$23,850.88

**EXCLUSIONS:** Unmarked public utility repairs. **Any repairs to existing AV Gas reel and meter cabinet.** Private Utility Repairs Including but not limited to sprinkler lines and heads, conduits, wiring, private utility lines. Shoring. Dewatering. Permits. **Electrical (other than listed). Any other tank top items not listed above.** Environmental testing/sampling. Welding. Excavation. Stainless steel pipe. **Winter Conditions.** Demo. Concrete (other than listed). Landscaping restoration. Electrical repairs. **Any other work and material.**

**Please remit deposit to:**  
 Minnesota Petroleum Service, Inc.  
 682 39th Ave NE  
 Minneapolis, MN 55421

**Please fax signed and accepted quote to:**  
 Mick Blazevic





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January 24, 2022

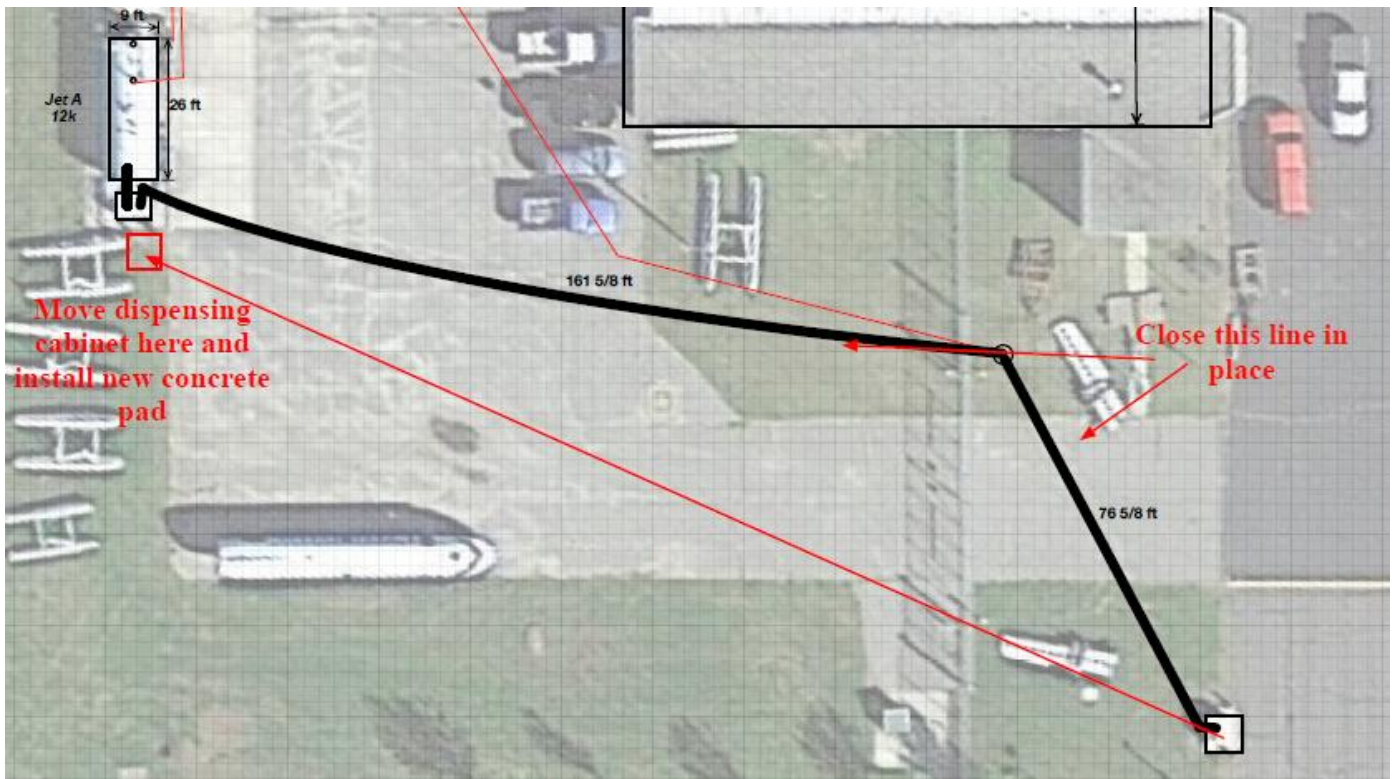
Attn: Matt Wegwerth  
Airways Aviation Center Inc  
2002 Airport Rd  
Grand Rapids, MN 55744

Grand Rapids Airways Remodel Version 3.0 14770

Dear Matt,

We are pleased to provide the following proposal for closing in place the existing Jet A underground line, and moving the current fuel cabinet from the runway to the front of the Jet A tank at Airways Aviation Center Inc located at 2002 Airport Rd in Grand Rapids, MN.

**Site Drawing:**





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**Materials:**

Location	Quantity	Description
Bollards	4.00	Bollard, Pipe, Red, Sch 40, .237 Wall, 4 in x 7 ft
	4.00	Bollard Pipe Cover, 4 in x 56 in, Yellow
Concrete	2.00	Concrete Per Yard
	6.00	Slurry Mix For Piping Closure
Island	1.00	Misc Concrete Forms
	8.00	#3 REBAR
	3.00	Class V Backfill
MATERIALS	2.00	Nitrogen canisters
Piping	2.00	2 in SS Full Port Ball Valve; FNW 2 in 1000# 2-Piece Stainless Steel Threaded With Latch Lock Lever
	21.00	2 in SS PIPE; S10 304L A312 WELD PIPE
	4.00	2in 90 Deg SS Elbow
	2.00	2 in SS Threaded Union
	2.00	2 in X 12 in FXMS FLEX HOSE
	1.00	Misc Fittings

**Necessary Labor and Expenses to:**

- Close in place the existing underground Jet A line
  - ~240'
- Move existing dispensing cabinet from the runway to the front of the tank
- Install New Concrete Pad and bollards
- Pipe the existing pump to the relocated dispensing cabinet using above ground steel pipe

**Electrical:**

- Disconnect Jet A Cabinet for relocation.
- Install new conduit and wire from existing power source.
- Reconnect Jet A Cabinet.

**Pricing:**

	Materials	\$ 6,616.57
	Electrical	\$ 2,046.00
	Labor, Expenses, Mileage	\$ 18,545.00
	<b>Total</b>	<b>\$ 27,207.57</b>



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**Exclusions:**

- Permit and building applications fees are not included in the price of this agreement and will be completed with cost plus fifteen percent markup at client's request, shop drawings are included at no fee. Zoning, conditional use permits, engineered stamped plans can be completed at labor & fees plus fifteen percent.
- Our price does not include painting of island forms, bollards, or canopy columns.
- Our price does not include repairs or upgrade to Buyer's existing equipment unless noted specifically in the scope of work. Any additional work to Buyer's existing equipment will be done on a time & material basis.
- Any environmental analysis of soil and/or water. Additionally, this proposal does not include expenses associated with site remediation or any construction delays due to site remediation work.
- There will be a 25% restocking for any stock items that have been ordered specifically for this project and it is cancelled by the Buyer. Non-stocked item or special order items cannot be returned.
- Our price does not include excavation, trenching for vent lines and underground pipe, hauling or disposal of excavated materials, or back fill.
- If there are unforeseen problems with frost, high water table, excessive cave-ins, embedded rock, unforeseen objects, or contaminated ground, there will be additional charges.
- The Buyer is responsible for all property line locations prior any excavation.
- Finish grade elevations must be provided by Buyer or the Buyer's representatives. Any additional work required due to a change made in the grade elevation will be done on a time & material basis.

The following is a list to be completed by the Buyer or Buyer's representative before we begin on-site work to help ensure the project proceeds as smoothly as possible and avoid additional costs.

- Notify all employees of work to be completed.

[ ] **Initial Payment Terms:** A \$6,801.89 (25%) down payment is required. Invoices will be due 10 days after receipt. Credit Card Payments are limited to \$5,000.00 total for this transaction. Materials ordering require down payment received.

**Taxes:** Taxes are included.

**Acceptance:** The equipment will be ready for installation on a date that is mutually agreeable to both parties. O'Day will present an invoice when the equipment is ready to deliver. Please note this contract must be signed and returned to our office and the down payment must be received before any equipment is ordered or manufactured. Once these conditions have been met, we will be able to process your order and schedule the project.

**Insurance:** O'Day Equipment LLC is covered by Comprehensive General Liability Insurance, including Products and Completed Operations with Environmental Impairment Liability coverage. We also maintain Workers Compensation Insurance.

**Warranty:** Our warranty is found in Paragraph 4 below. Our Materials and Workmanship warranty does not apply to equipment manufactured by others. Goods manufactured by others are subject to any limitations contained in the manufacturer's terms and conditions extended to the buyer and the provisions of the manufacturer's warranty, either or both of which will be furnished to Owner upon written request.

**Delivery:** 14-16 weeks from receipt order, subject to confirmation at time of order. This delivery time is estimated and is subject to change. We will confirm the delivery at time of order.

**Shipping:** All materials are quoted FOB our facility unless stated otherwise.

**NOTE:** Buyer or its agent will identify to Seller the location of all boundary lines concerned for the completion of this agreement. If Buyer or his agent is incorrect in identifying said boundary lines causing additional expenses to be incurred by Seller for relocating or duplicating completed work because of its relation to the boundary line, the additional expenses will be borne by Buyer.



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Before we can order any equipment or materials we need the receipt of this signed agreement along with your down payment deposit. **Prices are subject to change after 30 days.**

Thank you for the opportunity to furnish this quotation. Please execute this document with your signature to accept, we will not begin processing the order for materials until we receive a signed copy.

O'DAY EQUIPMENT LLC

Chris Parsons  
Account Manager

**ACCEPTED BY:** \_\_\_\_\_

Signature

\_\_\_\_\_

Print

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

**ACCEPTED BY:** \_\_\_\_\_

Signature

\_\_\_\_\_

Print

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

**Terms and Conditions:**

1. **OFFER AND ACCEPTANCE.** O'Day Equipment, LLC ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in this proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including, but not limited to, any purchase order or any acknowledgement, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.
2. **PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even is Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in Unites States dollars. Interest will be charges at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.
3. **DELIVERY; TITLE.** Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.
4. **WARRANTY.**
  - a. Limited Warranty; Exclusion of Third Party Components. Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The



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foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").

- b. **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.** THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.
- c. **Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements.** The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including, but not limited to, exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.
- d. **Course of Dealing; Course of Performance; Usage of Trade.** No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and non of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimer or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.
- e. **Exclusive Remedies for Breach of Warranty.** The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment; however, Seller will be responsible for its own labor performed in connection with any repair of equipment products at Seller's location. Except as provided below, Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.
- f. **Warranty Claims; Notice Requirement; Limited Time to Bring Claims.** Any and all claims under the above limited warranty shall be made to Seller only in writing and no later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's proper written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.
- g. **Limitation on Liability for Breach of Warranty and Other Claims.** If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all of liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but



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not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

5. **INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorney's fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party.
6. **TERMINATION OF PERFORMANCE.** Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any product hereunder and shall have no liability for damages to Buyer of any third party.
7. **TECHNICAL ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyer's order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.
8. **ASSIGNMENT.** Buyer shall not assign its rights or obligation under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.
9. **GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of the State of North Dakota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.
10. **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omission of Buyer, acts or omission of any government body or entity, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.
11. **NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivery personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
12. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.
13. **NO THIRD-PARTY BENEFICIARIES; SETOFF.** Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.
14. **SURVIVAL.** The provisions of Sections 3, 4, 5, and 7 through 14 shall survive the termination and performance of this Contract.



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Consider authorizing the Police Department to enter into a Joint Powers Agreement with State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA) to participate in the Minnesota Anti-Heroin Task Force Program

**PREPARED BY:** Captain Andy Morgan

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### BACKGROUND:

CDC's National Center for Health Statistics indicate that there were an estimated 100,306 drug overdose deaths in the United States during 12-month period ending in April 2021, an increase of 28.5% from the 78,056 deaths during the same period the year before.

Minnesota Department of Health reports 427 opioid overdose deaths in 2019 and then 678 deaths in 2020. This reflects a drastic spike of 38% increase of Minnesotans dying as a result of opioid overdose.

Limited statistical data is available for opioid specific overdoses locally for the same period, however, Itasca opioid overdose rate per 1,000 was .8 which was higher than the state rate of .7 in 2017.

The Police Department is interested in joining the Minnesota Anti-Heroin Task Force to allow reimbursement for overtime associated with heroin or prescription opioid investigations with a nexus to Indian Country or any opioid overdose death.

### REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to enter into a Joint Powers Agreement with State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA) to participate in the Minnesota Anti-Heroin Task Force



# STATE OF MINNESOTA

## JOINT POWERS AGREEMENT MINNESOTA ANTI-HEROIN TASK FORCE PROGRAM

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension [“BCA”] (“State”), and the City of Grand Rapids on behalf of its Police Department (“Governmental Unit”).

### Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids. The Governmental Unit wants to participate in the Minnesota Anti-Heroin Task Force Program (AHTF) and receive overtime reimbursement as allowed under the Community Oriented Policing Services (COPS) Anti-Heroin Task Force Program.

### Agreement

#### 1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date of execution, unless terminated earlier pursuant to clause 12.

#### 2. Purpose

The Governmental Unit and BCA enter into this Agreement to provide overtime reimbursement to the Governmental Unit who investigates illicit activities related to the distribution of heroin, or unlawful distribution of prescription opioids or any opioid-related overdose death. Priority will be given to those investigations with a nexus to Minnesota Indian Country.

#### 3. Standards

The Governmental Unit will adhere to the AHTF Program standards identified below.

- 3.1 Investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids with a nexus to Indian Country. Indian Country is defined as “(a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.” (see 18 U.S.C. 1151).
- 3.2 Investigate traffickers linked to fatal opioid-related overdose deaths.
- 3.3 Investigate practitioners prescribing opioids in violation of state or federal law.
- 3.4 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.6 Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.7 Investigators must be licensed Minnesota peace officers.



- 3.8** Governmental Unit must de-conflict case investigations with Regional Information Sharing Systems (RISS).
- 3.9** Investigators will comply with the guidelines of the COPS Anti-Heroin Task Force Program as outlined in the 2017 COPS Office Anti-Heroin Task Force Program Grant Owner's Manual. This manual is located at <https://cops.usdoj.gov/pdf/2017AwardDocs/ahtf/AOM.pdf>. If Governmental Unit receives funding from a grant awarded to the BCA subsequent to the 2017 grant, Governmental Unit will comply with the guidelines established by the later grant.

#### **4. Responsibilities of the Governmental Unit and the BCA**

##### **4.1 The Governmental Unit will:**

- 4.1.1** Assign a Governmental Unit point of contact to act as the liaison between it and the AHTF Project Coordinator to assist in case submissions for overtime, monthly reporting and meeting overtime reimbursement deadlines.
- 4.1.2** Submit an AHTF case submission form for pre-approval of funds. This request shall include a case synopsis, an explanation of how it qualifies under the required criteria in clauses 3.1, 3.2, 3.3, and 3.4 above, and an operational plan.
- 4.1.3** Conduct investigations in accordance with provisions of the AHTF Program Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
- 4.1.4** Maintain accurate records of enforcement activities to be collected and forwarded monthly to the BCA for statistical reporting purposes.
- 4.1.5** Submit case data as required by the AHTF Program on a monthly basis. This information will include a case synopsis and demographic information on cases submitted for overtime, the number of heroin or unlawful distribution of prescription opioids investigations, search warrants, arrests, seizures and NARCAN@/naloxone deployments.
- 4.1.6** Prepare an operational briefing sheet for each active operation.
- 4.1.7** Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the AHTF Program.
- 4.1.8** Refrain from comingling AHTF funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.
- 4.1.9** De-conflict case investigations with RISS.
- 4.1.10** Enter suspect traffickers telephone numbers into the DEA Internet Connectivity Endeavor (DICE) database system as a means of deconfliction of case investigations. The BCA is available to assist in this process.
- 4.1.11** Certify that it is in compliance with 8 U.S.C. §1373(a) and (b) and will remain in compliance for the life of this Agreement.

##### **4.2 The BCA will:**

- 4.2.1** Provide a Senior Special Agent who will serve as the Project Coordinator.
- 4.2.2** Provide a Special Agent who will be assigned to the Drug Enforcement Administration's (DEA) Drug Diversion Team.
- 4.2.3** Provide a Criminal Intelligence Analyst (CIA) who will provide analytical support to heroin and prescription opioid investigations.
- 4.2.4** Certify it is compliance with 8 U.S.C. §1373 (a) and (b) and will remain in compliance for the life of this Agreement.

- 4.3** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

#### **5. Payment**

- 5.1** To receive reimbursement for overtime expense, Governmental Unit must make an AHTF case submission by providing a case synopsis, an explanation of how the case qualifies under the required criteria for case acceptance and an operational plan. The BCA will review the case submission and grant or deny the reimbursement request within seven (7) business days of receipt by the BCA Authorized Representative.
- 5.2** To receive approved reimbursement, Governmental Unit must submit an overtime expense form no later than 15 business days after the end of the month during which the expense is incurred. The form must be submitted to [bca.heroingrant@state.mn.us](mailto:bca.heroingrant@state.mn.us).
- 5.3** The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4** The Governmental Unit may receive payment for an AHTF case submission for overtime expense approved prior to the effective date of this Agreement if the Governmental Unit had a joint powers agreement in place with the BCA that expired prior to the effective date of this Agreement. Reimbursement will occur as provided in Clause 5.2.

## 6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Jeffrey Hansen, Deputy Superintendent  
 Address: Department of Public Safety; Bureau of Criminal Apprehension  
 1430 Maryland Street East  
 Saint Paul, MN 55106  
 Telephone: 651.793.7000  
 E-mail Address: [jeff.hansen@state.mn.us](mailto:jeff.hansen@state.mn.us)

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Steven Schaar, Chief  
 Address: Grand Rapids Police Department  
 420 Pokegama Ave N  
 Grand Rapids, MN 55744  
 Telephone: 218.326.3464  
 E-mail Address: [sschaar@ci.grand-rapids.mn.us](mailto:sschaar@ci.grand-rapids.mn.us)

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

## 7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

## 9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

## 10. Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**11. Venue**

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**12. Expiration and Termination**

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will notify the Governmental Unit and terminate the Agreement.
- 12.3** In the event the Governmental Unit breaches this Agreement, it will not be eligible to receive any further grant funds.

**13. Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK**

**The parties indicate their agreement and authority to execute this Agreement by signing below.**

**1. STATE ENCUMBRANCE VERIFICATION**  
*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

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

SWIFT PO Number: 3-76049 \_\_\_\_\_

**3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**2. GOVERNMENTAL UNIT**  
*Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.*

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

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

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

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

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

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

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

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

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

**4. COMMISSIONER OF ADMINISTRATION**  
*As delegated to the Office of State Procurement*

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Consider approving a Memorandum of Understanding for the Outdoor Activities Complex Partnership at the YMCA.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

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### BACKGROUND:

This is an updated Agreement between the YMCA, the City of Grand Rapids, the ICPA, and GRABA. The update includes language of the new outdoor rink and the expansion of the pickleball courts. The Agreement is attached for your review.

### REQUESTED COUNCIL ACTION:

Make a motion to approve a Memorandum of Understanding for the Outdoor Activities Complex Partnership at the YMCA.

OUTDOOR ACTIVITIES COMPLEX PARTNERSHIP at the YMCA  
MEMORANDUM OF UNDERSTANDING

1. This Agreement is entered into this day, March 15, 2022 by and between the Itasca County Family YMCA (hereafter “YMCA”), the City of Grand Rapids (hereafter “City”), the Itasca County Pickleball Association (hereafter “ICPA”) and the Grand Rapids Area Basketball Association, (hereafter “GRABA”), collectively known as the “Partners.”
2. WHEREAS, the above organizations have formed an Outdoor Activities Complex Partnership (hereafter “Partnership”) to operate and manage the Outdoor Activities Complex at the YMCA (hereafter the “ODAC”); and
3. WHEREAS this Agreement shall not be interpreted or construed to create an association, joint venture, or legal partnership between the Partners or to impose any partnership obligation or partnership liability upon any Partner. No Partner shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind another Partner; and
4. WHEREAS, the ODAC consists of a regulation basketball court, three foursquare courts, a skating rink and six pickleball courts (four additional pickleball courts are scheduled to be built in the spring of 2022) constructed on the YMCA property; and
5. WHEREAS, the City and the YMCA have a separate agreement as to the operation, management, programming, maintenance, staffing, operational expenses and capital expenditures of the skating rink, these responsibilities will not be addressed within this MOU; and
6. WHEREAS, the Partners are committed to the values of caring, honesty, respect, responsibility and faith and the mission to “strengthen ourselves, families and communities by promoting growth in spirit, mind and body” and to “promote the sports of pickleball and basketball throughout the greater Itasca County area, and to facilitate the use of the ODAC courts and equipment.” The Partners will recommend rules and regulations to be approved by the YMCA for their optimum use and to foster goodwill, sportsmanship, and fellowship among its members. The Partners will strive to provide the best use of the Courts at all skill levels while maintaining the highest degree of participants and sportsmanship; and
7. WHEREAS, the Partners are committed to a leadership style of collaboration, communication, consultation, participation and responsibility; and
8. WHEREAS, the Partners are committed to a holistic approach to wellness, embracing spirit, mind and body for all; and

9. WHEREAS, the Partners are committed to serving all members of our community including men, women, and children of all ages, income, abilities, races, sexual orientation and religions without regard to ability to pay; and
10. WHEREAS, the Partners agree that the YMCA is committed to providing a safe and welcoming environment for all members and guests. To ensure the safety and comfort of all, the YMCA asks individuals to act appropriately at all times when they are in YMCA facilities or participating in YMCA programs. We expect people using the YMCA facilities to behave in a mature, responsible way and to respect the right and dignity of others. The YMCA's Code of Conduct does not permit language or action that can hurt or frighten another person or that falls below a generally accepted standard of conduct; and
11. WHEREAS, the mission of the individual Partners will be better served by entering into this agreement;

THEREFORE, the Partners hereby agree as follows:

1. The Partners will collaboratively operate and manage the ODAC built on the YMCA property at 400 River Road, Grand Rapids, MN 55744.
2. The Partnership shall be governed by an ODAC Advisory Committee (hereafter the "Advisory Committee"). The advisory Committee shall consist of two members from each of the Partners' organizations, and a ninth at-large committee member chosen by the eight Partner members. The eight Partner members shall serve terms as determined by the appointing Partner. The ninth at-large committee member's term shall be three years in length, with the opportunity to serve two consecutive terms. A vacancy in the Advisory Committee shall be filled by the appropriate Partner.
3. The Advisory Committee shall provide for the oversight of the ODAC, approve and enforce rules and regulations for operating the ODAC, and to fulfill their terms of the Agreement.
4. The Advisory Committee shall meet at least quarterly, or as otherwise necessary.
5. The Advisory Committee shall elect by majority vote a chairperson and a secretary. The chairperson shall chair all meetings, be responsible for setting a meeting schedule, prepare a meeting agenda and call special meetings as deemed necessary. The secretary shall keep the minutes of all Advisory Committee meetings, shall issue notices of all meetings, carry out any correspondence necessary for the Advisory Committee and carry out other duties as may be assigned by the chairperson.

6. The Advisory Committee shall utilize Robert's Rules of Order to manage the meetings.
7. Each Partner shall maintain general liability insurance, naming the other Partners as additional insured and provide the Advisory Committee with a certificate of insurance by December 31 of each year.
8. Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The City's liability under this Agreement is governed by the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, as amended and other applicable laws.
9. This Agreement shall be reviewed in even years by the Advisory Committee, or as requested by a Partner, and the Advisory Committee may recommend changes to the Partners.
10. All parties shall work collaboratively with the YMCA's efforts to collect data and expand ODAC outreach to low income and underserved populations.
11. The YMCA shall be the fiscal agent of the Partnership and shall provide a staff person to supervise and manage the Partnership's funds.
12. The Advisory Committee shall schedule an annual ODAC spring cleanup and preparation for the summer seasons with volunteers from the Partners' memberships.
13. The City shall assist with up to two (2) cleanup sessions per season by providing equipment and staff to operate the equipment to facilitate clean, safe and attractive courts.
14. Based upon the planned expansion in the spring of 2022 of the pickleball courts, the following is an updated ratio of ODAC. Pickleball – 66%, basketball – 26% and the foursquare – 8%. Estimated future costs of resurfacing these areas range from \$30,000 to \$40,000. Resurfacing is generally conducted every 5-8 years. Based upon these expected costs, ICPA shall contribute \$3,000 per year (\$1,500 for the year 2022), the City shall contribute \$2,000, and GRABA and the YMCA shall each contribute \$1,000 per year to the ODAC maintenance fund, which is managed by a YMCA staff person, for ongoing and long-term maintenance needs. This will be due by December 31 of each year. If any Partner is unable to pay the annual maintenance fund, discussions of that year's maintenance fees will be held by the Advisory Committee. The YMCA staff person shall provide a written accounting summary for each meeting of the Advisory Committee.



15. Discussion of major and minor maintenance needs will be held annually by the Partners.
16. The YMCA shall be reimbursed for costs and expenses incurred if the ODAC is opened for a special event.
17. When individuals or organizations are hosting activities at the ODAC designed to raise funds for their organization, they will be required to pay a 10% usage fee of their registration fees. These fees will be payable to the Itasca County Family YMCA within one month after the conclusion of the revenue producing event. Revenue producing events would also include those activities where a third party is providing a service and collecting fees.
18. The YMCA, will have the authority to rent the ODAC to third party organizations for limited special events.
19. The YMCA shall provide a staff person for the purpose of scheduling use and events for the ODAC in cooperation with the Advisory Committee.
20. The Partners shall follow all required state and local health and safety requirements. An automated external defibrillator (AED) is available in the hallway just east of the YMCA service desk during business hours. In addition, there is a ICPA maintained AED located in the YMCA/ICPA storage shed. YMCA bathrooms and their AED will not be accessible during the times the building is closed.
21. This agreement shall commence on March 15, 2022 and shall continue until terminated by written notice from any Partner at least one year in advance of the termination. All funds held in the ODAC maintenance account will remain and the MOU will continue on if any partner terminates from the ODAC Partnership." Should a Partner request to be terminated from the MOU, any funds they have contributed would be forfeited and remain in the maintenance account.
22. In the event the Advisory Committee cannot settle a dispute, the YMCA Executive Committee shall settle the dispute. The YMCA Board at all times has veto power over the decisions made within this Agreement
23. At all times the YMCA has the final authority over the ODAC and its use. All Rules and Regulations passed by the Advisory Committee shall conform to the YMCA Rules and Mission.
24. All users of the ODAC must comply with the Rules and Regulations including but not limited to no use of illegal drugs or alcohol on the property. All activities must be inclusive and non-discriminatory.

25. All publicity regarding the ODAC should display the Partners’ logos unless other arrangements have been agreed to by the Partners. No signs or advertisements shall be displayed on the YMCA property except with the consent of the YMCA.

26. Severability. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

YMCA

City of Grand Rapids

By: \_\_\_\_\_  
Its Interim Executive Director

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

By: \_\_\_\_\_  
Its Board Chair

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

Itasca County Pickleball Association

Grand Rapids Area Basketball Association

By: \_\_\_\_\_  
Its Board Chair

By: \_\_\_\_\_  
Its Board Chair

By: \_\_\_\_\_  
Its Board Vice Chair

By: \_\_\_\_\_  
Its Board Secretary

Amended February 15, 2022 REH



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Consider authorizing and accepting quotes for tree thinning within Veteran's Park and award a contract to Forseen Logging LLC.

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The July 2021 storm damaged trees throughout Veteran's Park. These damaged trees pose a safety hazard and need to be removed. Additionally, tree thinning will be completed to improve the health of the forest.

City staff have solicited quotes for this work and below is a summary of the quotes received.

Forseen Logging LLC - \$15,000

City Staff recommends awarding the quote to Forseen Logging LLC in the amount of \$15,000

### REQUESTED COUNCIL ACTION:

Make a motion authorizing and accepting quotes for tree thinning within Veteran's Park and award a contract to Forseen Logging LLC in the amount of \$15,000



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

ENGINEERING DEPARTMENT

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

# QUOTATION FORM

**Grand Rapids, MN  
Veteran's Park Tree Thinning Project**

**Submit quotation form to Matt Wegwerth, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 12:00 pm (noon) on Friday, February 25, 2022. Quotes can be mailed, emailed or hand delivered:**

Quote package shall include the following:

1. Quotation Form
2. Special Provisions
3. Location map

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – Veteran's Park Tree Thinning"

Project Description: The project includes the thinning of approximately 18 acres of standing and blow down timber within Veteran's park in Grand Rapids. Additional details are provided in the special provisions.

Project will be on an hourly basis, with a not to exceed maximum amount, for all equipment and labor necessary.

Crew Hourly Rate \$ 300.00 per Hr

Estimated Number of Hours 50

Estimated Thinning Quote Total \$ 15,000. (maximum, not to exceed)



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

ENGINEERING DEPARTMENT

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

We, the undersigned, doing business as Forseen Logging LLC have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the Veteran's Park Tree Thinning project as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 23 day of February, 2022  
Name of Company Forseen Logging LLC  
Signature of Authorized Representative [Signature]  
Printed Name of Authorized Representative Jeremy Forseen  
Title of Authorized Representative Owner  
Legal Address 64055 Co. Rd 26 Northome, mn 56661  
Business Phone (218) 746-4378



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**AGENDA ITEM:** Consider adopting a resolution authorizing the City to make application to the Minnesota Dept. of Iron Range Resources and Rehabilitation Development Partnership grant program for the GREDA Downtown Planning Project.

**PREPARED BY:** Rob Mattei, Director of Community Development

### BACKGROUND:

Out of concern over declining investment and activity in the downtown, GREDA, together with the Downtown Business Association, Chamber of Commerce and others in 2006, led a community driven effort supported by a planning consultant to gather input and prepare a *Downtown Redevelopment Masterplan*.

The City Comprehensive Plan, updated in 2020, reflects the community's continued desire to strengthen the downtown as "the heart of the community". While the community has been reasonably successful in promoting and securing investment in the downtown since the *Downtown Redevelopment Masterplan* adoption, there is a strong desire to build upon those successes in light of the current state of and plans for our community, changes in the retail environment, evolving consumer preferences, and increasing mobility options.

GREDA will be seeking the services of a consultant group to lead a planning process that features active public participation to combine local knowledge and leadership with professional expertise and guidance. GREDA's intent is to provide residents, corporate citizens and new investors with a downtown plan that articulates a vision for the short and long-term improvements to the public and private realm that fosters additional investment and enhances downtown Grand Rapids as a more livable, walkable and thriving urban center.

The total budget for this planning project is \$80,000. A 20,000-grant request to the MN IRRR Development Partnership grant program will be submitted with this resolution. Also committed to the project funding is a GREDA sponsored request to the Blandin Foundation for \$40,000.

**REQUESTED COUNCIL ACTION:**

Make a motion to adopt the resolution authorizing the City to make application to the Minnesota Dept. of Iron Range Resources and Rehabilitation Development Partnership grant program for the GREDA Downtown Planning Project.

CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. 22-

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

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE  
MINNESOTA DEPT. OF IRON RANGE RESOURCES AND REHABILITATION  
DEVELOPMENT PARTNERSHIPS GRANT PROGRAM FOR THE GRAND RAPIDS  
EDA DOWNTOWN PLANNING PROJECT**

**WHEREAS THE** Grand Rapids City Council approves of the above application, because it supports community and economic development that is consistent with the Comprehensive Plan.

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

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. \_\_\_\_\_ was declared duly passed and adopted this 28<sup>th</sup> day of February, 2022

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



## Grand Rapids Downtown Planning Project - Narrative

Fueled by deep community concern about the decline of the downtown commercial district, the current Downtown Redevelopment Master Plan was created in 2006, through an inclusive planning and strategy development process. The Plan has successfully guided public policy decisions and investments as well as stimulated private investment in the Downtown for the past 15 years. A summary of the achievements are described in the comments within the attached copy of the Plan.

As you will see, the majority of the strategies/goals identified in the 2006 Plan have been implemented/achieved in some form. Other strategies have been attempted without success and some have become less relevant with the passage of time.

Unquestionably, the sum of these efforts has put the downtown in a much better position than it was in 2006. Private investment interest is growing, fewer buildings are vacant, blighted conditions are greatly reduced, the public realm is more pedestrian friendly and inviting and the downtown is much more active.

The progress made is certainly worth celebrating, however, now is not the time to relax our efforts. We must build upon the momentum that these successes have powered and create a vision and strategies for the next chapter of downtown revitalization. A vision and strategies that reflect where we are and where we want to be and which are informed by the broader plans for Grand Rapids and the Itasca County community as well as changes in the retail environment, evolving demographics, evolving consumer preferences and enhanced mobility options. The new vision and strategies will be informed by market research that identifies the downtown's economic niche by profiling who is currently visiting and who is apt to visit the downtown and identifies potentially missing business categories, amenities and activities that would serve their interests and create a greater sense of place.

GREDA will be seeking the services of a qualified multi-discipline consultant or consultant team who will be responsible for providing services that result in an updated downtown master plan. The selected consultant team will have considerable experience in developing downtown plans, particularly for communities of a size and standing similar to Grand Rapids, and possess significant urban planning, civil engineering and public engagement capabilities. The consultant team will also possess a depth of experience in community and economic development as well as analysis of market conditions.

The consultant will develop and lead a planning process that features active public participation to combine local knowledge and leadership with professional expertise and guidance. GREDA's intent is to provide its residents, corporate citizens and new investors with a downtown plan that articulates a vision for the short and long-term improvements to the public and private realm that foster additional investment and enhances downtown Grand Rapids as a more livable, walkable and thriving urban center. Public participation may come in a variety of forms including stakeholder interviews, focus groups, surveys, planning meetings and design charrettes. The public participation process will be finalized with the selected firm. At a minimum, participation will be sought from:

- The public at large
- The Grand Rapids Economic Development Authority
- All property owners within the plan area
- All residents within the plan area

- All business owners renting/leasing property within the plan area
- Grand Rapids Area Visitor and Convention Bureau
- The Grand Rapids Area Chamber of Commerce
- Itasca Economic Development Corporation
- City of Grand Rapids Community Development Department Staff
- Other City Departments as necessary and appropriate, such as:
  - Police
  - Public Works
  - Engineering

The scope of work for this project is to prepare an updated downtown master plan with implementation strategies. The planning process will address the following areas:

#### REVIEW OF CURRENT PLANS

- The planning process should involve stakeholders in gaining an understanding of previous planning, synthesizing and joining the pertinent aspects of past plans to maintain continuity of vision without constricting new ideas and integrating new development influences and community desires. This review of previous planning shall include, but not be limited to:
  - Incorporate into the planning process applicable guidance provide by the City Comprehensive Plan.
  - A review of the 2006 Downtown Redevelopment Masterplan including, at a minimum, a revisit of the Guiding Principles, a review of accomplishments and possible revisions to the planning area boundary.
  - A review of the 2009 Riverfront Framework Plan, in particular areas of overlap with the Downtown Redevelopment Masterplan planning area.
  - A review of the strategies recommended within the City's arts and culture plan GRMN Creates, an Arts and Culture Roadmap and other arts and culture guiding documents.
  - Other plans that should be reviewed by the consultant for any relevant guidance include: 2014 Grand Rapids Market Area Profile, 2019 City of Grand Rapids Housing Study,

#### LAND USE

- With stakeholder involvement, assess the assets and liabilities of the downtown to identify the highest opportunity places to create and enhance the network of destinations in the downtown.
- Map current land uses in the downtown and immediate surrounding area and consider unique aspects of downtown sub-areas or districts in the planning process.
- Inventory commercial and retail space vacancy levels and underutilization.
- Identify and prioritize specific sites for development and redevelopment and their preferred uses or adaptive reuses.
- Inventory the status and quality of transportation and circulation systems including automobile parking, pedestrian routes, bicycle parking and micromobility deployment/use.
- Identify cultural, recreational and institutional assets, such as museums, library, art studios, public art, parks, trails and government services and consider how they can be enhanced to better support the downtown as a community gathering space/destination.
- Determine whether and how existing land uses or physical characteristics help or hinder economic development efforts i.e.; parking lot locations, vacant parcels, railroad corridor, variety of businesses, etc.

#### TRANSPORTATION

- Through the planning process, embrace the perception of streets not only as conduits for automobiles but also, as places that are an opportunity to add value to the community by enhancing economic productivity and social engagement.
- Equitably consider all modes of mobility in downtown transportation planning.
- Consider the current and potential roles for public transit linkages to the downtown.
- Consider non-traffic solutions to traffic problems, such as increasing mixed-use development and high density housing opportunities in and near the downtown.
- Survey the community, and specifically downtown business owners, about traffic concerns, parking, and general accessibility.
- Determine if traffic speeds are appropriate for the downtown context and if calming measures are needed.
- Conduct field surveys to record the amount and location of on and off street parking in the downtown, calculate the parking requirements for existing and future land uses, identify deficiencies, and define short and long-term strategies for improvements to downtown parking, including accommodation of residential and hospitality uses that require longer term parking.
- Review the interaction of on street parking with traffic flow.
- Assess the pedestrians ease in crossing streets and provide recommendations for improvements that do not conflict with other design standards.

#### URBAN DESIGN IMPROVMENTS

- Affirm the identity of core downtown streets and critical street intersections.
- Catalog existing sidewalk and pathway conditions, and identify important linkages within and connecting to the downtown.
- Identify existing landscaping in the downtown and create a plan to maintain trees and plantings as part of the urban infrastructure.
- Review the existing streetscape elements (vintage lighting, street furnishings, plantings, and sidewalk and street pavement treatments) of the downtown and consider revisions to and/or expansions of it.
- Identify public space opportunities in the downtown and examine their full multi-use potential as a means to create a sense of place and attract and bring people together.
- Consider improvements to the plan/programs for building façade improvement in the downtown.
- Identify priorities for the improvement of on and off street public parking.
- Identify potential infill and new development opportunities in the downtown, prioritize those opportunities, and identify strategies for their implementation.
- Review design guidelines created by the Grand Rapids Economic Development Authority and consider whether similar design guidelines should be established as a universal requirement for the downtown.

#### MARKET ASSESSMENT, ECONOMIC NICHE AND DEVELOPMENT STRATEGIES

- Utilizing available data sources, including access to geo-location data within the downtown and the broader community, as well as credit card data through the City's Datafy (See Source) subscription to profile who is currently visiting the downtown and whom we envision using the downtown.
- Define the downtown's economic niche to inform strategies for marketing, promotion and design/appearance.
- Provide recommendations for how the downtown can better serve these categories of users.

- Identify business categories that may be missing from the downtown that would serve the interests of the identified categories of visitor users and local users.

**IMPLEMENTATION STRATEGIES**

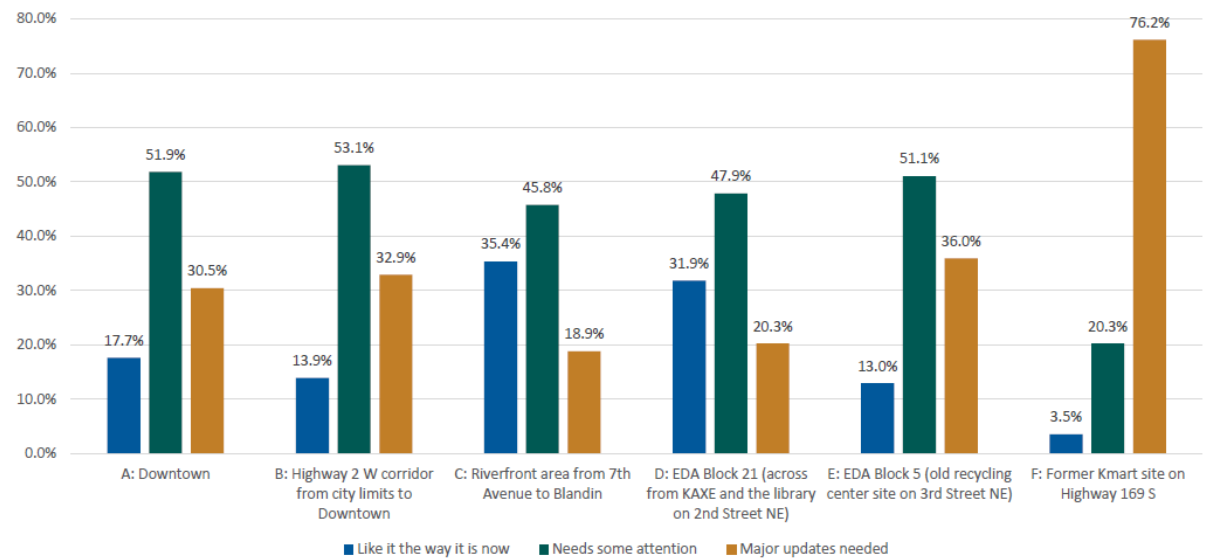
- Define strategies, including financing options, for implementation of all aspects of a downtown plan that takes into consideration: need, feasibility, and consistency with the downtown vision.
- Assess the organizational capacity of community stakeholders to play a role in implementation.
- Strategies will identify sub-tasks and timelines where appropriate and assign roles and responsibilities for community stakeholders.

The key element to the success of this project is active public engagement across all stakeholder groups. Active engagement generates buy-in, enthusiasm and desire to be involved in the implementation of goals and strategies. Through a City Comprehensive Plan public survey, it is clear that the citizens greatly value the downtown and want it to be improved. We are confident we will be successful in engaging the public in this project.

The implementation strategies will focus on which stakeholders will play a role in carrying out various actions within the plan based upon their organizational capacity and strengths. The assignment of implementation roles will act to sustain the engagement of stakeholders.

**Question 2: What are your feelings about redevelopment in the following locations?**

Location	Like it the way it is now	Needs some attention	Major updates needed	Total Responses
A: Downtown	90	264	155	509
B: Highway 2 W corridor from city limits to Downtown	69	263	163	495
C: Riverfront area from 7 <sup>th</sup> Avenue to Blandin	180	233	96	509
D: EDA Block 21 (across from KAXE library on 2 <sup>nd</sup> Street NE)	157	236	100	493
E: EDA Block 5 (old recycling center site on 3 <sup>rd</sup> Street NE)	62	244	172	478
F: Former Kmart site on Highway 169 S	18	103	387	508





# Downtown Redevelopment Master Plan

February 2006

## Grand Rapids, Minnesota

Grand Rapids Economic Development Authority  
Central Business District Association

Hoisington Kogler Group, Inc.



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This Redevelopment Master Plan is designed to be a tool for establishing and sustaining the Downtown desired by Grand Rapids. The Plan:

- Describes the contents, character and qualities desired for Downtown.
- Presents a plan to guide private and public improvements to achieve this vision.
- Outlines the public actions and investments required for change.

*What, why and how* are the threads that run throughout the Downtown Redevelopment Master Plan.

In broad terms, “what” is the vision for the future of Downtown. The plan describes what Downtown Grand Rapids seeks to become. Within this broad vision lies series of smaller, specific “whats” - the steps to be taken to achieve this vision.

The long-term success of redevelopment requires more than a plan and action steps. “Why” explains the relevance of the steps to be taken. This understanding is essential. “Why” brings the commitment to make difficult decisions. The stakeholders understand why the decision is important to Downtown. “Why” creates the ability to adapt to changing conditions. Understanding the rationale may lead to other paths with the same outcome.

“How” provides the knowledge and the means needed to implement the Plan. Many critical elements of the Plan will not happen without action by the City. The City is not, however, solely responsible for the success of this Plan. The majority of the investment called for in the Plan comes from private development. Downtown must be a place that attracts and sustains businesses.

**Importance of Plans and Actions**

Planning for Downtown Grand Rapids is not new. A series of planning initiatives undertaken over the past 16 years have looked to the future of Downtown. These plans have included

- CBD Development Plan (1989)
- CBD Redevelopment Plan, An Amendment to the City’s Comprehensive Plan (1996)
- Riverfront Framework Plan (2000)

These documents provide an important resource for understanding the evolution of objectives and initiatives for Downtown.

These prior efforts also demonstrate that the presence of a plan, by itself, is not sufficient. While each effort has led to incremental change, none of these plans has provided an enduring guide for the Downtown. The 2005 Downtown Redevelopment

Master Plan seeks to meet that need.

This Plan does not duplicate much of the background information generated by past plans. Instead, this document focuses on practical guidance for creating and maintaining a successful Downtown in Grand Rapids. The Plan is a meaningful tool for change and not “just another plan.” The Plan serves as a springboard for other investigations, such as market research, that will be needed to undertake specific projects.

The effective use of this Plan relies on a clear understanding of the importance of Downtown and the implementation of this Plan. Several factors help to describe the implications of this Plan.

***Downtown is important***

Some may view Downtown as just another commercial district in Grand Rapids. With this view, the success (or failure) of any single commercial district is not critical. The important factor is the overall availability of goods and services to the community. The goal of public action is to guide land use. Market forces will shape the type and quantity of businesses.

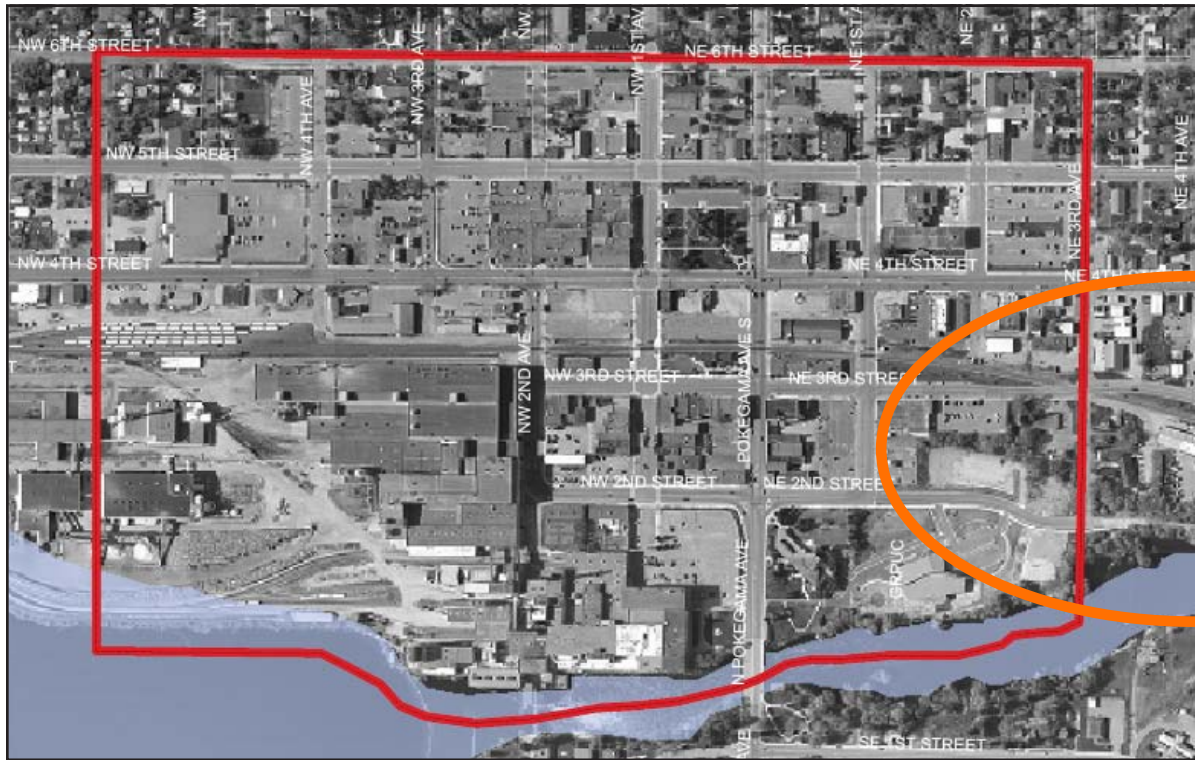


Figure 1  
Downtown Planning Area

Downtown is not, however, just another place of business. Downtown is uniquely important to the character and quality of life in Grand Rapids. Failure to promote a successful Downtown is not in the best interest of Grand Rapids. Grand Rapids competes with other places for visitors, businesses and residents. The quality and vitality of Downtown is a key to attracting people to Grand Rapids.

**Downtown is unique**

Stand in any other commercial district in Grand Rapids and look objectively at the place. While

these businesses provide important goods and services to the community, they do little to establish a sense of identity for Grand Rapids. The view along the southern parts of Pokegama Avenue is duplicated in many other cities across Minnesota. Only Downtown creates a place unique to Grand Rapids.

Downtown is the single most identifiable location in Grand Rapids. Downtown is the part of Grand Rapids most likely to be seen by visitors to Grand Rapids. Almost 17,000 vehicles pass through the in-

tersection of Highways 169 and 2 every day. Unique destinations such as the Itasca County Courthouse, Blandin and the Grand Rapids Area Library draw people to Downtown from a broader region. The impression created by Downtown influences overall views on Grand Rapids.

**Failure to act has consequences**

People are often reluctant to use the term “blight” in discussing redevelopment plans. We don’t want to create the stigma of labeling someone’s property as “blighted.” Blight exists in redevelopment settings regardless of our willingness to discuss it. The failure to discuss, identify, and remove blight only increases the challenges facing the Downtown.

In a physical setting, like the Downtown, blight is the equivalent of a cancer. It begins small and spreads. Blight makes downtown areas ill both physically and economically. These symptoms of blight are some of the greatest barriers to achieving the vision for the future of Downtown Grand Rapids.

Blight is not a thing, but a cycle of change. Over time, all buildings experience physical deterioration. In a healthy setting, property owners have the incentive and ability to reinvest in the building. Deterioration is stopped before it becomes a problem.

Blight produces tangible consequences. Property values (and the tax base for local governments) fall. Businesses close, reducing jobs and economic activity in Grand Rapids. The spread of blight makes future solutions more difficult and expensive.



**There are barriers to change**

Downtown competes with the “edge” to attract and retain businesses. Development in Downtown faces physical and economic barriers that are not present in sites on the growing edges of Grand Rapids. This Plan identifies and provides strategies for the removal of these barriers.

Commercial development on the edge occurs on vacant land with sites configured for new businesses. Only one vacant site exists in the entire Downtown area. Redevelopment sites typically consist of multiple parcels. Many of these parcels contain buildings. Assembling a site increases the complexity of redevelopment.

Redevelopment is more expensive. Buildings increase the cost of land. This cost may include compensation for the relocation of existing businesses. The costs of demolishing buildings and clearing the site are not presented on the edge.

Parking solutions are more complicated in Downtown. The need for an adequate supply of convenient and free parking is the same on the edge and in Downtown. With a greater supply of land, edge projects can simply build a larger parking lot. This approach will not work in Downtown. Site constraints force the use of structured parking (decks, ramps, or underground) with meet the needs of larger projects. Structured parking typically costs three to five times more than surface parking.

**Downtown is a dynamic environment**

Downtown is a dynamic environment, facing both challenges and opportunities. The Redevelopment Master Plan prepares the community to meet the challenges and capture the opportunities.

Downtown Grand Rapids builds for the future from a strong foundation. Downtown contains a collection of successful local businesses. Through maintenance and revitalization, these businesses set a positive standard for the character of Downtown. The business community is engaged in creating and maintaining a healthy downtown.

Redevelopment has brought new investment to Downtown. Some of this investment has come in the form of private development. Public investments have also been instrumental in the evolution of Downtown. Construction of a new library establishes a public presence on the Mississippi River. The library, combined with the Blandin Foundation and KAXE Radio, starts the process of linking Downtown with the riverfront. The City has enhanced the setting with streetscape improvements.

At the same time, challenges appear on the horizon. Reinvestment in properties does not occur throughout the Downtown, but in more of a checkerboard pattern. Disconnected parcels experience increased pressures of blight.

The retail core of Grand Rapids is shifting south. Large national retailers are coming to Grand Rapids to build on vacant land along the Highway 169 cor-

ridor. Downtown cannot claim to be the primary business district of Grand Rapids.

An environmental review process is underway for the construction of warehouse and processing facilities for the Blandin Paper Company. One of the five options under consideration places the expansion in Downtown. Regardless of the location, Blandin’s presence is an important element of the future for Downtown Grand Rapids.

**Using the Plan**

This “master plan” articulates the community’s vision for the future of Downtown. This vision cannot be achieved overnight. This master plan presents a framework for guiding actions over the next 20 years. Some actions occur in the near term (1 to 5 years), while other steps may not be taken for years to come.

This master plan must not be viewed as a “blueprint” for what Downtown Grand Rapids will look like. The Plan does not attempt to prescribe specific loca-



tion, size and use of structures. Instead, the Plan uses text and illustrations to guide private and public investments in a manner that creates and maintains the Downtown desired by Grand Rapids. The Plan shows what Downtown might look like by applying the principles and taking the actions described in this Plan.



The Plan seeks a balance between consistent adherence to fundamental principles and flexibility to adapt to change. Every project involves an exploration of implications and fits with Downtown in the context of this plan. Used in this manner, the Plan guides actions to become valued parts of the fabric and traditions of Downtown.

A series of interrelated elements make up the Downtown Redevelopment Master Plan:

**Guiding Principles**

The Guiding Principles contain a collection of fundamental objectives for guiding redevelopment in Downtown. Taken together, these principles describe the vision for Downtown. The Guiding Principles provide a framework for evaluating decisions and projects.

**Community Context**

Downtown is not an island. It exists in the context of a broader community. Looking at Downtown in this broader context shows opportunities to enhance implementation of this plan.

**Framework Plan**

The Downtown Redevelopment Master Plan serves as a framework for public and private investment. This section summarizes the key land uses and redevelopment activities that work to achieve the vision for Downtown.

**Redevelopment Opportunity Sites**

Encouraging redevelopment can be complicated, time consuming and expensive. It is important that the Master Plan provide a focus for the efforts of the City. Five opportunity sites present the best combination of need and positive influence. This section presents detailed redevelopment strategies for each of these sites.

**Public Realm**

Downtown is made up of both private and public properties. Improvements in the public realm are needed to support and complement the private investments desired by this Plan. This section contains guidance on the design and character of public improvements in Downtown. Part of these improvements include the pending reconstruction of Highway 2.

**Parking**

An adequate supply of properly located and free parking is an essential ingredient of future success for Downtown. The Master Plan describes the current system and presents recommendations for meeting future parking needs.

**Implementation**

Implementation is a thread that runs through the Downtown Redevelopment Master Plan. Each section contains ideas and strategies for creating the Downtown desired by Grand Rapids. The Implementation section of the Plan provides general guidance on the use and execution of the Plan.

**Acknowledgments**

The creation of this Plan mirrors the public/private collaboration required for the future of Downtown. The process that produced this plan was a joint venture of the Grand Rapids Economic Development Authority (GREDA) and the Central Business District Association (CBDA). The Blandin Foundation, CBDA and GREDA provided financial support for this project.

The planning and urban design firm of Hoisington Koegler Group, Inc. was retained to facilitate the planning process and to prepare this plan. The other member of the consulting team, Meyer Mohaddes Associates, focused on parking and transportation issues.

The work of the consulting team was directed by the following individuals serving as the steering committee for this project:

- Frank and Kay Allen
- Sandy Anderson
- Craig Bender
- Todd Driscoll
- Wade Fauth
- Wanda Haverkost
- Tom Jackson
- Ernie and Trina Jacobson
- Jim Kent
- Gary McNerney
- Bruce Ogle
- Tom Osborn
- Larry Schlauderaff
- Noah Wilcox
- Ed Zabinski

The Steering Committee brought a wide range of perspective and insight about Downtown and the community to the planning process. The Committee strived to create a useful and meaningful tool to guide future investments in Downtown.

Rob Mattei, Community Development Director for the City of Grand Rapids, managed the planning process for the City and its Economic Development Authority. He provided valuable guidance and assistance to the consulting team.

# Guiding Principles

The Downtown Redevelopment Master Plan is based on a set of Guiding Principles. These principles provide a consistent framework for guiding both public and private investments.

In many respects, these principles are the most important part of the plan. They provide an enduring statement of the objectives for development in Downtown. The Guiding principles provide a framework for evaluating proposals, projects, ideas and new directions. Decisions can be measured by their consistency with these principles.

The Plan presents a course of action. It is more than a depiction of the desired future state of Downtown. The Plan outlines strategies and actions to move Downtown towards its vision. The Guiding Principles state the fundamental values and objectives for Downtown Grand Rapids. Taken together, these Guiding Principles describe the vision for the future of Downtown.

***Downtown is an essential part of Grand Rapids.***

Development in Downtown reflects the identity, character and heritage. No other neighborhood or district plays such a prominent role in the community. Downtown is the crossroads. People traveling through Grand Rapids must come to Downtown.



1st Avenue West - 1942  
Source: Minnesota Historical Society

***Downtown is a unique place.***

Investments and activities emphasize that Downtown is a place unlike any other in Grand Rapids. As national retailers locate in Grand Rapids, other commercial areas develop a sense of “sameness”. You could be anywhere. Downtown is a place unique to Grand Rapids. It contains a collection of goods and services not available in other places.

***Downtown is a place of character and quality.***

The character of the buildings and public spaces creates an interesting and inviting atmosphere. It balances the need for convenience with an appeal that encourages a person to linger. The design and materials of new buildings should fit with and complement the character of Downtown. The maintenance and renovation of existing buildings should highlight the original style and character of these key pieces of Downtown. These actions must



The character of public and private development make Downtown a place unlike any other in Grand Rapids.

be taken with an understanding of the economic environment of Downtown. Additional investments in the quality of buildings and sites must be balanced with the ability to operate a successful business. The economic and physical quality of Downtown are intertwined.

***Downtown is a gathering place.***

Downtown is the place where Grand Rapids gathers. Making downtown the focal point of community events, such as Tall Timber Days, brings people to Downtown and enhances its identity. Sidewalk sales and other coordinated business events give people the chance to shop and to meet friends and neighborhoods. This plan seeks to provide more reasons to visit and more places to gather.

***Downtown is place for wheels and for feet.***

People should be able to travel to and through Downtown by car, by bicycle and by foot with equal ease.

Cars and trucks are part of Downtown. Regional highways bring thousands of vehicles to Downtown every day. Most people come to Downtown by car. The street system must provide safe and convenient access to and movement through Downtown.



*Vacant parcels and transportation (highway and rail) corridors impede the feeling that Downtown is a single and well connected district.*

Once in Downtown, an ample supply of parking located throughout the area allows people to stop and shop.

Despite the importance of vehicles, Downtown must be a walkable place. The visitor to Downtown should be drawn to wander and explore, not make one stop and leave. Sidewalks provide attractive and safe pathways. Storefronts meet the street and invite the shopper.

***Downtown is well connected.***

The idea of “connections” guides Downtown in many ways.

Businesses in Downtown are connected physically and economically. Physical connection does not mean Downtown should be a large strip mall. Rather, the physical connections mean the elimination of large gaps between parts of Downtown. The vacant land along 1st Avenue West illustrates this point. Without connections, Downtown cannot be a cohesive district.

Downtown needs the recognition of strong economic connections. The customer of one business is the source of potential support for others.

Connections require the ability to move within the Downtown. In Grand Rapids, this means safe opportunities to cross highways.

The connections extend beyond the boundaries of Downtown. Trails, sidewalks and bicycle lanes connect Downtown with the broader community.



*This mixed use building in Little Canada shows how housing and retail can facilitate redevelopment.*

***Downtown is an evolutionary place.***

The Downtown of today has taken years, decades and even centuries to become apparent. The future will present needs and opportunities that are not apparent today. The application of these principles allow Downtown to evolve consistently with the community’s vision.

***Downtown is a neighborhood.***

Housing is key to the future of Downtown. Housing brings people to Downtown. People add life and activity to the area beyond the typical “9 to 5”. It creates a new customer base for businesses. Housing provides the economic capacity to meet certain redevelopment needs.

***Make Downtown the best place for small businesses.***

Few “big box” developments stand alone. The big box is the anchor that attracts a collection of smaller businesses located on adjacent pads or strips of land.

These smaller businesses locate around the big box in hopes of capturing the customer base of the anchor businesses. Although big box retail competes with Downtown businesses, the pad development may be a greater threat. Pad businesses more directly represent lost opportunity for Downtown. The space requirements of large retailers cannot be met Downtown. On the other hand, many of the businesses located around big box sites would fit nicely into a Downtown setting.

***Downtown businesses set the standard for excellence.***

The products and service available from Downtown businesses shall be second to none. Much of this Plan focuses on creating a great physical setting for Downtown. The setting is only one part of the equation for success. The businesses that operate in this setting are the other key factor.

***Downtown is the civic center of Grand Rapids.***

Downtown is the civic core of Grand Rapids. City Hall, Itasca County Courthouse, United States Post Office, and Grand Rapids Area Library are all located in the Downtown. People must come to the Downtown to use these institutions. They do not exist anywhere else in Grand Rapids.

The effects of community facilities extend beyond the borders of Downtown. Grand Rapids High School, the Reif Center, IRA Civic Center, Elkington Middle School, and Itasca County Fairgrounds are located immediately north of Downtown. The




*Civic uses in and around the Downtown attract people to the area, creating an important source of customers.*

majority of residents pass through Downtown to reach these destinations. All of these civic uses create identity and opportunity for Downtown.

# Community Context

Downtown Grand Rapids is not an island. It exists in context of a broader community. The success of Downtown requires understanding and utilization of the elements in this community context. These elements can be used to support objectives for Downtown.

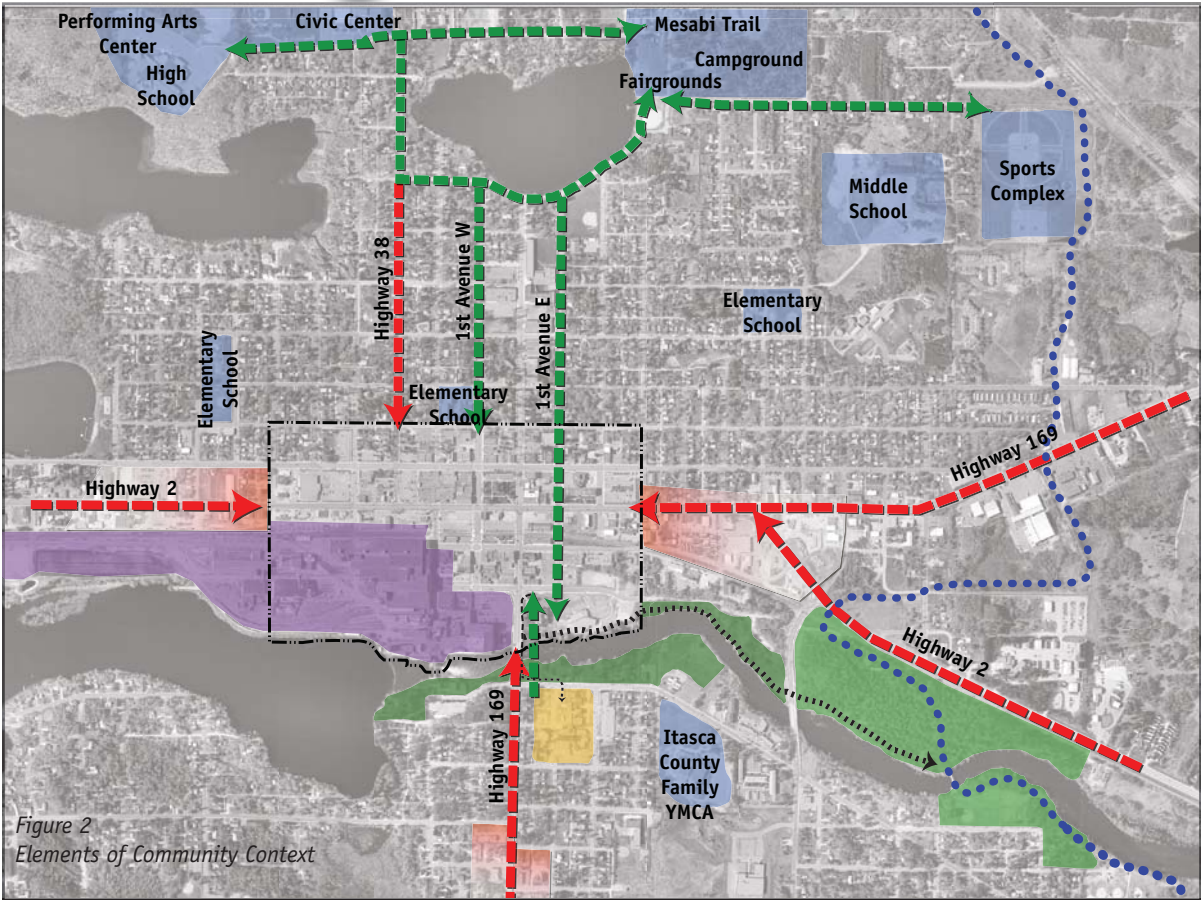
This section describes the elements of the surrounding community that have the greatest influence on achieving the vision for Downtown. These elements are shown graphically in Figure 2.










The dashed line  denotes the boundaries of the planning area for Downtown. The area within the planning area is examined in detail in the Framework Plan section of the Downtown Master Plan.

## Transportation Corridor

Downtown benefits from excellent accessibility. Downtown lies at the intersection of two regional highways - U.S. Highway 2 and U.S. Highway 169. State Highway 38 is the primary connection to Grand Rapids from the north. These highways form the key vehicular movements to and through the Downtown. The traffic in these transportation corridors represents a significant pool of potential customers.

The benefits to the Downtown from the exposure



-  Transportation Corridor
-  Community Facilities
-  Blandin
-  Pedestrian/Bike Connections
-  Riverfront
-  Highway Retail
-  Riverfront Trail
-  Hospital Redevelopment
-  Community/Regional Trails

and access provided by the regional highways offset the challenges posed by this traffic. Planning for the local transportation system should continue to emphasize the use of these corridors. Changes in the highways or local streets that create designated bypasses of Downtown should be avoided. Bypass roadways not only reduce this part of the Downtown customer base, they also create the risk that new commercial development follows the new roadway and traffic.

The pending reconstruction of Highway 2 in the Downtown will improve the quality of the roadway and create the opportunity in public spaces adjacent to the road. A more detailed discussion of this project can be found in the [Public Realm](#) chapter of the Plan.

### Wayfinding

The term “wayfinding” refers to a coordinated system of informational signage that directs people to key destinations in Grand Rapids. Creating a focus on Downtown would be a catalyst for establishing a wayfinding sign system. Placing these signs along the primary transportation corridors can help direct people to Downtown. Signage provides a cue to the traveler that Downtown lies ahead and to be aware. Signage also offers the potential of attracting the visitor to “big box” development on the edge of Grand Rapids. These visitors might not otherwise be aware of or seek out Downtown.



## Pedestrian/Bike Connections

Access to Downtown should not come solely from vehicles. Downtown should be a focal point of pedestrian and bicycle systems in Grand Rapids. Making Downtown readily accessible by foot and bicycle creates another opportunity for people to visit and shop. These connections can be made with a combination of sidewalks, trails and on-street bike lanes.

The Plan emphasizes three key pedestrian and bicycle connections to Downtown:

- 1st Avenue East
- 1st Avenue West
- Pokegama Avenue

Although opportunities to create and enhance connections will come in other places, these three streets hold the greatest potential for establishing clear and usable corridors.

[1st Avenue East](#) is a natural corridor. It connects the trail along Ice Lake with the Mississippi River. The recent physical improvements to the street



*The character of the rebuilt 1st Avenue East creates a strong connection extending north from Downtown.*



*The use of sidewalks and bike lanes promote the connection between Downtown and the broader community.*

distinguish 1st Avenue East from other streets. The improvements currently run from 6th Street to 11th Street. If allowed by future redevelopment, this street design should be continued to the south. At a minimum, this corridor should include a continuous system of sidewalks and bike lanes.

The Plan envisions the reconstruction of [1st Avenue West](#) using a similar design to 1st Avenue East. These improvements will provide a pedestrian and bicycle corridor on the west side of Downtown. This street can create is an important access route to Downtown from the north; linking with the Civic Center and the facilities on the High School campus. The improvements should include sidewalks and designated on-street bike lanes.

[Pokegama Avenue](#) (U.S. Highway 169) provides access to Downtown from the south. The current Mississippi River bridge serves pedestrians and bicycles. The south side of the River bridge should be a key connection for sidewalk and trail systems in southern sections of Grand Rapids.





The Plan encourages a strong connection between Downtown and residential neighborhoods. These connections should be part of a broader community system of pedestrian and bicycle movement. This system should link key public uses (High School, Middle School, Fairgrounds) with Downtown.

### Riverfront

The Mississippi River is an essential element of Grand Rapids. Downtown provides a key point of connection between the community and the River. The majority of riverfront in Downtown has been developed (Blandin plant, Blandin Foundation, Library, and KAXE Radio). Improved trail connections provide the best opportunity for strengthening the relationship between Downtown and the River.



*Existing development along the riverfront limits options for improving connections with Downtown.*

### Riverfront Trail

Pedestrian and bicycle connections should also connect with the local and regional trail system. A key connection is with the Mississippi River. The development pattern along the riverfront has been set in the Downtown area. A strong pedestrian and bicycle link with the riverfront trail is an important strategy for enhancing the relationship between Downtown and the River.



*The Plan seeks to emphasize connections between Downtown and the riverfront trail system.*

### Community/Regional Trails

Trails are not only a means of access for Downtown, they are an increasingly important element of tourism. With bicycles and snowmobiles, trails offer year-round recreational opportunities. The Mesabi



*Trailhead for Mesabi State Trail*

State Trail begins just outside of Downtown. Trail users offer a pool of customers for Downtown businesses. Information and signage at the trailhead can encourage visitors into Downtown. This area also includes the County Fairground and community campgrounds. As a strong destination for visitors, this area should be incorporated into any wayfinding system. Signs and an informational kiosk can be used to inform and direct people to Downtown.

### Community Facilities

Community facilities provide access to a customer base not found in any other location. Many community facilities are located in and around Downtown. People using these facilities must travel to or through Downtown. The Plan seeks to build stronger connections between community facilities and Downtown.

Several strategies can be used to create these connections. Creating positive visual appeal along primary transportation corridors establishes the impression that these visitors should come and explore Downtown. Pedestrian and bicycle corridors link these community facilities with Downtown.



*Schools are examples of the community facilities that influence the future of Downtown.*

Information signage signals that Downtown is a destination and directs people to Downtown from these locations.

### Highway Retail

Retail development along highway corridors provides both threats and opportunities for Downtown. Highway retail is the primary source of retail competition for Downtown. Vacant land and large retailers may lure businesses from Downtown. The Plan responds to this competition by creating a unique business setting that offers its own attraction. Large retailers also draw people to Grand Rapids from a broader region. These visitors should be encouraged to stop Downtown as part of a trip to Grand Rapids.

### Hospital Redevelopment

Redevelopment of the Hospital site creates a new residential neighborhood adjacent to Downtown. Pedestrian and trail connections improve access and the ability to tap this customer base.

### Blandin

The current and future influence of Blandin facilities is a thread that runs throughout this Plan. Blandin employees and visitors to the plant bring people into Downtown Grand Rapids. The economic influence extends to support for existing businesses and the potential to create new ones. The proposed warehouse and processing facilities have implications for Downtown regardless of their location. These factors are discussed in greater detail in other parts of the Plan.



# Framework Plan

The Downtown Redevelopment Master Plan creates a framework for guiding development. The Plan describes the land uses and redevelopment activities proposed to achieve the vision for the future of Downtown. The Plan also recognizes the need to adapt to issues and opportunities that will occur in the future. This section explains the framework for land use and redevelopment activities in Downtown Grand Rapids.

## Land Use

Downtown contains a mixture of land uses. The Plan organizes the uses in a supportive and sustainable pattern. The map in Figure 3 contains the land use plan for Downtown. To achieve this land use pattern the City will amend its Comprehensive Plan. The type of development allowed in each land use category is described in the following section.

### **Commercial**

This land use category reflects that Downtown is a place of commerce. Commercial land use targets traditional retail, service and office uses. Buildings in these areas will consist of both one- and two-story structures.

### **Civic**

Downtown is the civic core of Grand Rapids. This land use consists of primarily governmental func-

tions. The Visitors Center is the only non-governmental use in this category. These community functions provide a unique means of attracting people into the Downtown.

### **Industrial**

Blandin is an important part of the future for Downtown. Employees and visitors to Blandin facilities give Downtown businesses unique access to a pool of customers. The plant creates opportunities for the development of supporting services. The Plan shows the existing land use pattern. The construction of a new warehouse in Downtown would expand the industrial land use. The implications of this project are discussed in the section on redevelopment opportunities for Blocks 17 and 18.

### **Mixed Use**

Part of Downtown is guided for a mix of retail, office and residential uses. This mixture of uses may be both vertical (different uses in separate buildings) and horizontal (different uses in a single building). The description of the concepts for the “redevelopment opportunity sites” in the next chapter offers more details on the nature of mixed use development in Downtown Grand Rapids.

### **Neighborhood Transition**

This land use is a special type of mixed use. Its primary purpose is to establish an edge zone between Downtown and residential neighborhoods. This zone channels commercial activity into Downtown and prevents non-residential uses from creeping into neighborhoods. Several factors characterize the land use pattern in the Neighborhood Transition area:

- The area can contain a mixture of commercial and residential uses.
- The mixing of uses is expected to be horizontal in nature, with different uses occurring on the same block. This pattern is similar to the current mix of office, service and residential uses.
- Multiple story uses can be part of this area, but should be directed away from 6th Street North.
- The development north of the Central School square should be commercial, with a preference for retail uses ringing the entire square.

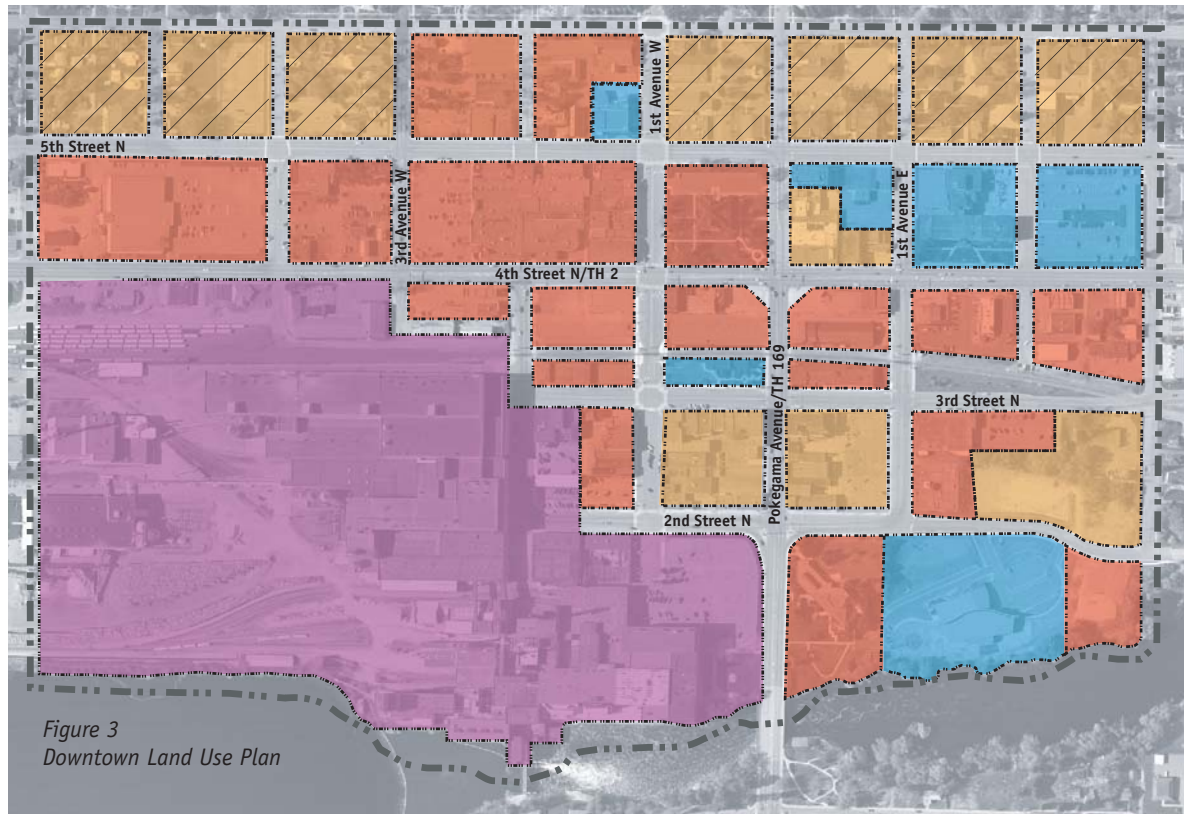


Figure 3  
Downtown Land Use Plan

### Land Ownership

The pattern of land ownership is an important element of preparing for redevelopment. The map in Figure 4 shows the pattern of major property ownership based on 2004 parcel data.

The City of Grand Rapids is a key Downtown property owner. The majority of public property shown in Figure 4 is owned by the City. The City owns property in each redevelopment opportunity site except Blocks 17 and 18 (see discussion in next chapter). These parcels create flexibility assembling

sites and financing acquisition for redevelopment projects.






### Redevelopment Activities

The Framework Plan highlights the key public and private activities needed to realize the vision for Downtown. The key redevelopment activities are illustrated in Figure 5. The following section provides an explanation of each of the planned activities.

#### Redevelopment Opportunity Sites

The Plan seeks to provide a framework to stimulate private investment throughout the Downtown area.

### Key to Land Use Plan

-  Commercial
-  Civic
-  Industrial
-  Mixed Use
-  Neighborhood Transition

If implementation of the Plan could be accomplished solely by private investment, then no additional direction would be needed. It is unlikely, however, that all of the redevelopment desired for Downtown will occur without public action and assistance.

With limited public resources (particularly staff time and money) to facilitate redevelopment, it is important to apply these resources where they will have the greatest positive impact on Downtown. The Plan identifies five redevelopment opportunity sites. These sites represent a combination of need and opportunity. Redevelopment of these sites should be a primary focus for the implementation of the Plan. The sites are:

- Block 19
- Blocks 17/18
- Block 29
- Block 36
- Block 37

Although not a location for private redevelopment, the pending reconstruction of Highway 2 also con-

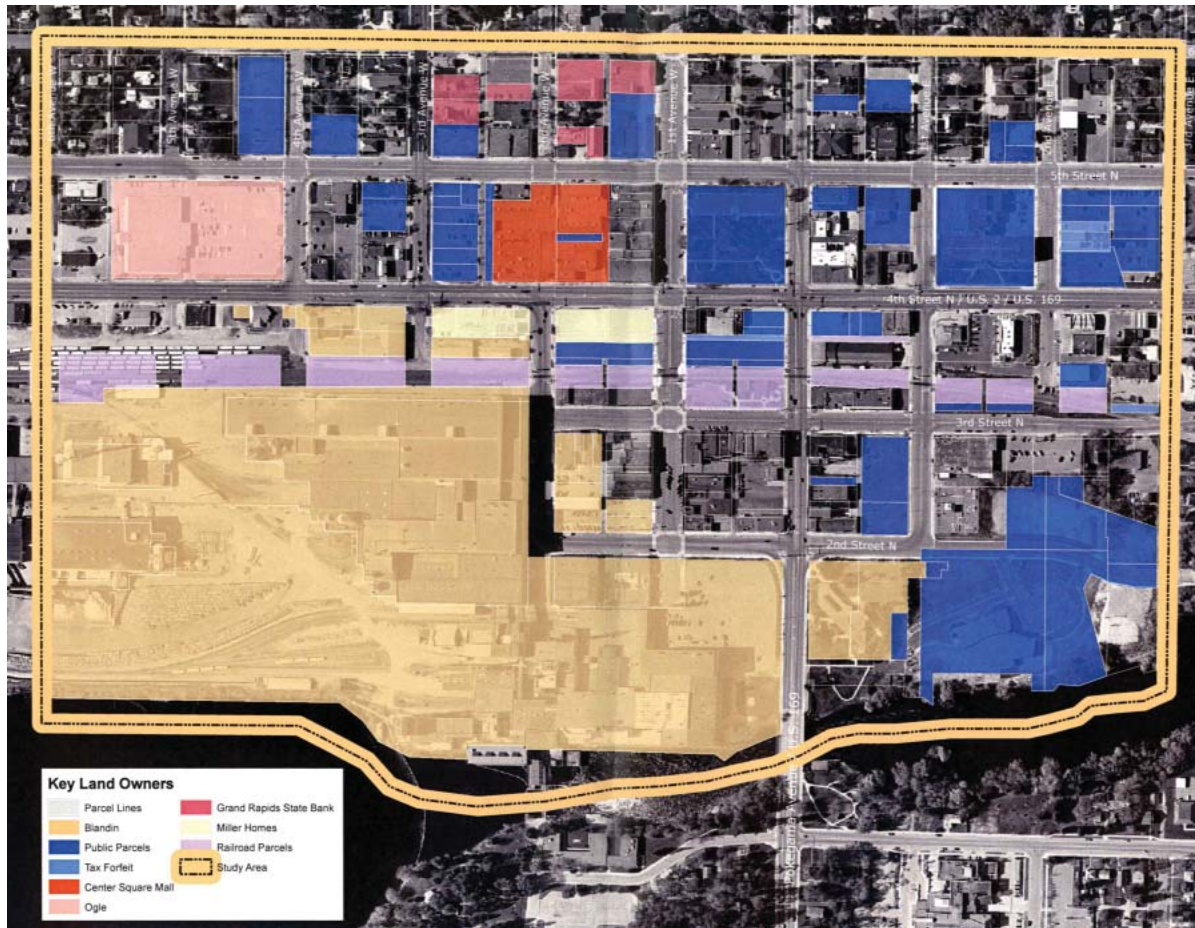


Figure 4  
Key Land Owners (2004)

stitutes a significant redevelopment opportunity for Downtown. The next chapter in the Plan describes the strategies for the redevelopment of each of these opportunity sites.

### **Foundations**

Change is not the sole focus of this Plan. A critical redevelopment strategy is the maintenance and

enhancement of key structures in Downtown. The buildings outlined in black in the Framework Plan represent building character and uses that are important assets. These buildings form the foundation for a successful Downtown.

**Central School** establishes a clear link with Grand Rapids’ past. Central School is on the National



*The character of the building and the site make Central School a focal point of Downtown.*

Register of Historic Places. It is a “Richardsonian Romanesque” building designed in 1895 by F.W. Holister. The combination of location, renovated historic structure and site design make Central School one of the most identifiable aspects of Downtown.

The square around the Central School is the only significant green space in Downtown. The trees and landscaping add a vitality to Downtown that cannot be achieved with buildings. The site is a natural gathering place for Downtown.

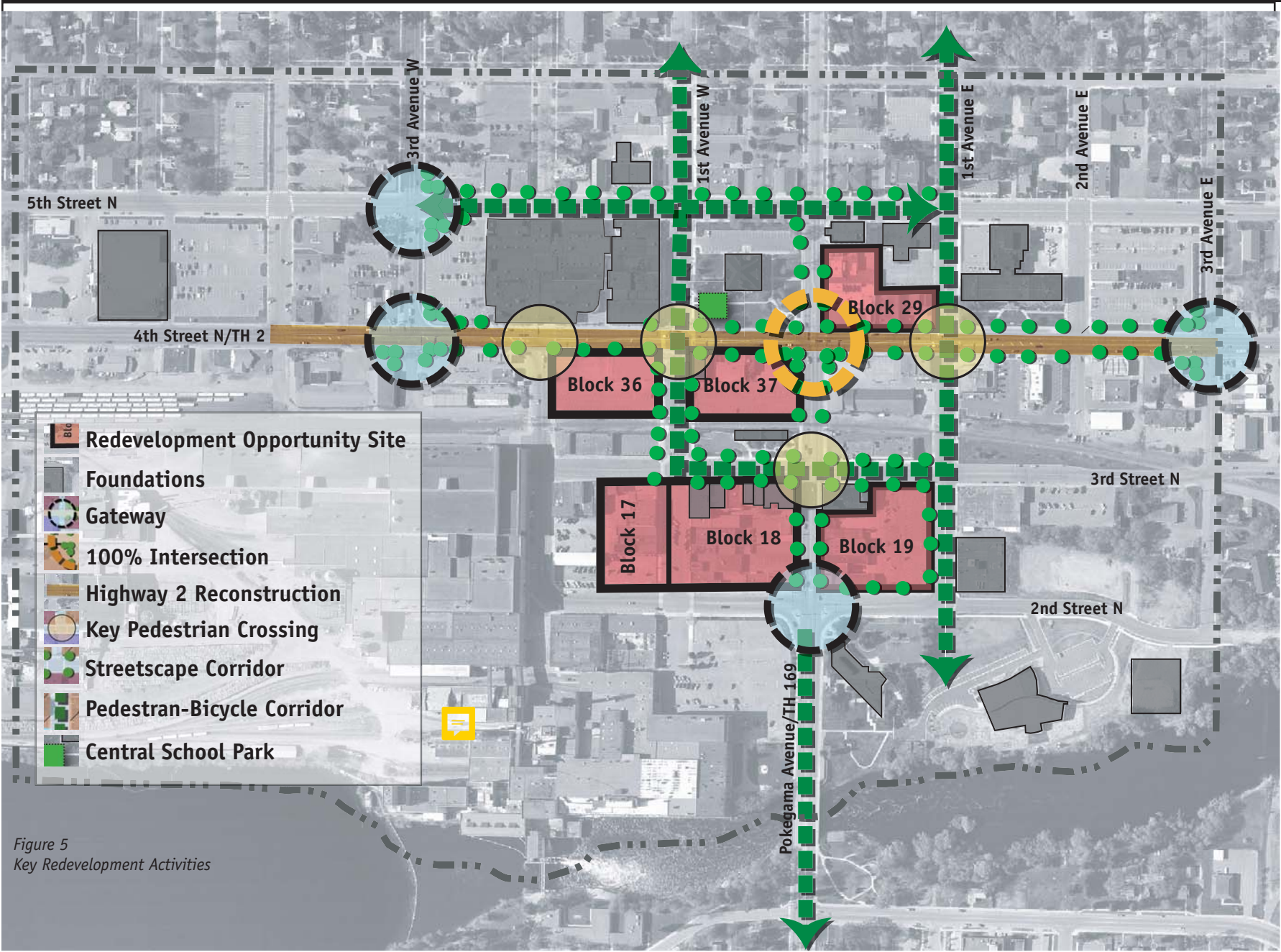


Figure 5  
Key Redevelopment Activities



The buildings and uses along 1st Avenue West provide a model for future development.

The retail block along **1st Avenue West** (between Highway 2 and 5th Street North) provides a model for future development in Downtown. Among the characteristics of this block are:

- Locally owned retail businesses
- Businesses that attract shoppers to Downtown
- Attractive and well-maintained storefronts and buildings.
- Adjacent on-street parking.

The Master Plan seeks to duplicate the form and type of uses as redevelopment occurs around the Central School Square.

**Central Square Mall** is a challenging piece of the Downtown puzzle. In the near term, the Mall is clearly part of the foundation for Downtown.



Central Square Mall anchors the west end of Downtown.

Among the assets of the Mall are:

- Contributions to a strong and diverse commercial base in Downtown.
- Physical connection to businesses on 1st Avenue West.
- Option for shopping in a climate controlled environment.
- Connection to parking supply in western sections of Downtown.

The challenge with the Mall is predicting its long-term use and viability. Recent trends have seen uses evolve into a mixture of retail, offices and services. Overall implementation of the Master Plan may impact the ability to sustain retail uses in the Mall as other Downtown redevelopment projects create new places for retail businesses. If successful, the Master Plan shifts the retail core of Downtown away from the Mall. Attention must be given to keeping the Mall as an anchor on the western end of the Downtown.

While neither sought nor desired by this Plan, it must be recognized that Mall may reach a point where it is no longer viable. This type of mall has been difficult to sustain in other locations. If the Mall reaches a point where a major renovation is required, the Master Plan suggests two potential options:

- The building would be redesigned to provide exterior facing storefronts. This change has been used on the conversion of other interior malls. This option creates retail space more

consistent with the remainder of Downtown. It also creates the potential for establishing a retail presence along 5th Street. Today, the Mall turns its back on this Street.

- A more radical change would be the removal of the Mall and the replacement with a mixed use project. Complete redevelopment of the Mall may require the additional density provided by a mix of retail and housing.

Downtown is the civic core of Grand Rapids. **Civic buildings and functions** form part of the foundation for the future of Downtown. Buildings highlighted in the Framework Plan are Post Office, City Hall, Fire Station, Itasca County Courthouse, Visitor’s Center/Depot, and Library. Each of these buildings contain functions that can only be found in Downtown. Each unique destination helps to make Downtown distinct from other places in Grand Rapids.



The Visitor Center is one of the civic foundations of Downtown.

Offices of the **Blandin Foundation** and the **Glorigen Building** show how new development can become part of Downtown’s foundation. The building and site character of the Blandin Foundation begins to establish the south gateway to Downtown. The Glorigen Building represents the scale and orientation sought from redevelopment. It fits with the plans for future development on Block 19.

The other “foundations” identified in the Framework Plan are discussed as part of Redevelopment Opportunity Sites.

 **Gateways** 

Public improvements play a role in the redevelopment of Downtown. The concept of gateways to Downtown was discussed in Community Context. The Framework Plan shows primary gateways at three locations: (1) Pokegama Avenue (Highway 169) and 2nd Street North, (2) 4th Street North (Highway 2) and 3rd Avenue West (Highway 38), and (3) 4th Street North (Highway 2) and 3rd Avenue East.

The gateways denote entrances to Downtown. Gateways can be combination of signs, monumentation and landscaping. These improvements mark entry points to Downtown. The Downtown streetscape also begins at these points. The character of private development should change from highway retail to the type of commercial and mixed use building desired in Downtown.

The photo on the this page shows a potential form



*This illustration of gateway monumentation blends the structures on 3rd Avenue West with the sign design on the River bridge.*

of gateway improvement. It combines the stone structures on 3rd Avenue West with the metal signage on the River bridge. The addition “Downtown Grand Rapids” completes this concept.

The west gateway (Highway 2 at 3rd Avenue West) presents an opportunity to follow the style set by the existing gateway improvements at 3rd Avenue and 5th Street. The large pine trees (and other na-



*Current conditions at West Gateway - Highway 2 at 3rd Avenue West.*

tive species) symbolize the forest and river identity of Grand Rapids. Additional tree plantings on the south side of the gateway intersection will help to screen storage facilities planned by Blandin. The gateway should also be the location where the character of the street changes. Streetscape starts at this location.





Gateway improvements could be located on corner of Courthouse parking lot.

The east gateway is located at Highway 2 and 3rd Avenue East. The open space on the southeast corner of the Courthouse parking lot provides the best opportunity for gateway improvements.

Gateway improvements have been made on the south side of the Mississippi River bridge entering Downtown. These improvements show how signage and landscaping can announce a place. Similar signs along Highway 2 would alert visitors that they have entered Downtown Grand Rapids.

The south gateway is a location where redevelopment projects should be used define the gateway to Downtown. The character and placement of buildings should signal that a person has entered an interesting and vital commercial district. A district that is different than any other place in Grand Rapids.

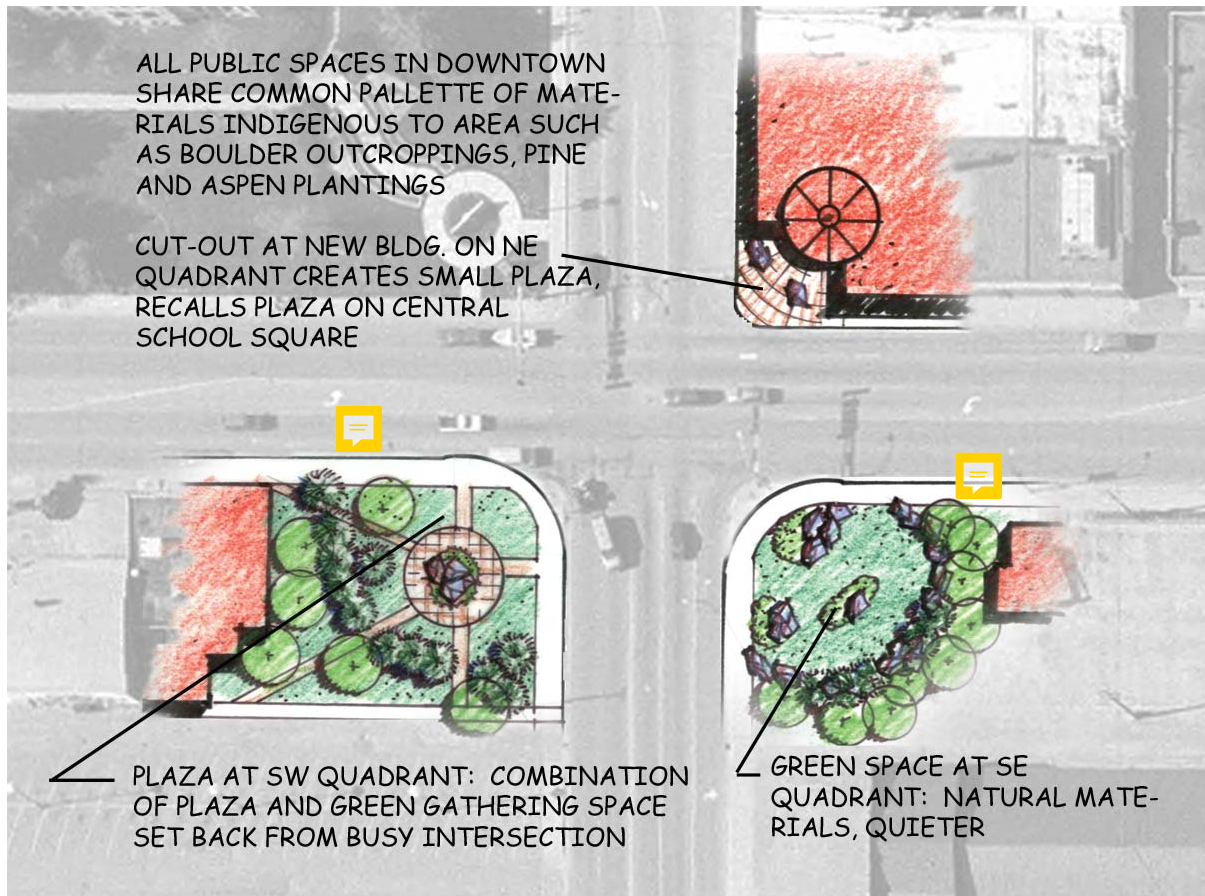


Figure 6  
Illustration of Potential Improvements for 100% Intersection

 **100% Intersection**

The intersection of Pokegama Avenue and Highway 2 is the 100% intersection in Grand Rapids. All traffic moving through Grand Rapids passes this point. It should be a location that sets the positive tone for Downtown.

Central School Square firmly establishes one corner of this intersection. The combination of building character and site development creates the impression of Downtown as an interesting and attractive place. This impression is not supported by the remainder of the intersection.

Figure 6 contains an illustration of public and private

improvements to define this crossroads of Grand Rapids. It shares needs and characteristics with Downtown gateways. Public improvements and building character should create sense of arrival and identity. Opportunities for establishment of the 100% intersection comes from redevelopment of Blocks 37 and 29 and the reconstruction of Highway 2.

 **Highway 2 Reconstruction** 

Highways are a defining characteristic of Downtown Grand Rapids. Highway 2 and Highway 169 are regional transportation corridors. They bring thousands of vehicles to and through Downtown each day. This traffic represents opportunity for commerce. The Plan seeks to create a visually appealing place that encourages people to stop and a collection of businesses that brings people back.

The highways and the related traffic also pose challenges for redevelopment. The traffic produces



*Highways create both opportunities and challenges for Downtown.*

noise, odor and vibration. The factors may prevent some forms of development immediately adjacent to the highways. Traffic acts like a river. The Plan must provide the means for safely moving from one “bank” to the other.

A highway may not immediately seem to be a redevelopment activity. The pending reconstruction of Highway 2 is, however, an important redevelopment opportunity for Downtown. The chapter on Public Realm examines the implications of this project.

 **Key Pedestrian Crossings**

An objective of the Plan is to create a more walkable environment. Providing for the safe and convenient crossing of highways and major streets is a critical element of a walkable Downtown. The Framework Plan identifies the locations where pedestrian crossings must be established and maintained. The gateway locations and the 100% Intersection are also key crossing points.

The City has used the 1998 Downtown improvement project to start this process. The improvements have created better defined crossing areas and bump-outs that lessen the distance between curbs. Redevelopment projects and the Highway 2 reconstruction provide opportunities to make additional improvements at key locations.

The strategies for establishing pedestrian crossings are discussed in greater detail in the Public Realm chapter of the Plan.



*Safe and convenient pedestrian crossings are essential to making Downtown more walkable and connected.*

 **Streetscape Corridors**

Streetscape improvements are already part of the redevelopment toolkit in Grand Rapids. The City has used streetscape to enhance the parts of the public realm in Downtown. The Plan calls for the continuation of the improvement process throughout the Downtown area. Completion of these improvements clearly defines the area and identity of Downtown.

 **Pedestrian/Bike Connections**

The pedestrian and bicycle connections shown in the Framework Plan serve two purposes. These connections become primary links between Downtown, adjacent residential neighborhoods, and destinations north of Downtown. These connections should also be the primary focus for pedestrian movement within Downtown.



Continued improvements are needed to complete 1st Avenue East as a pedestrian and bicycle corridor.

**Central School Park**

As the primary green and open space in Downtown, the Central School site becomes a natural gathering place for Downtown. The illustration in Figure 7 shows the enhancement of this gathering place through the addition of active play space. Broadening the range of activities in Downtown enhances its appeal as a family destination. This space should not be a simple Downtown playground, but have a unique character. The actual design of this space is beyond the scope of this Plan.

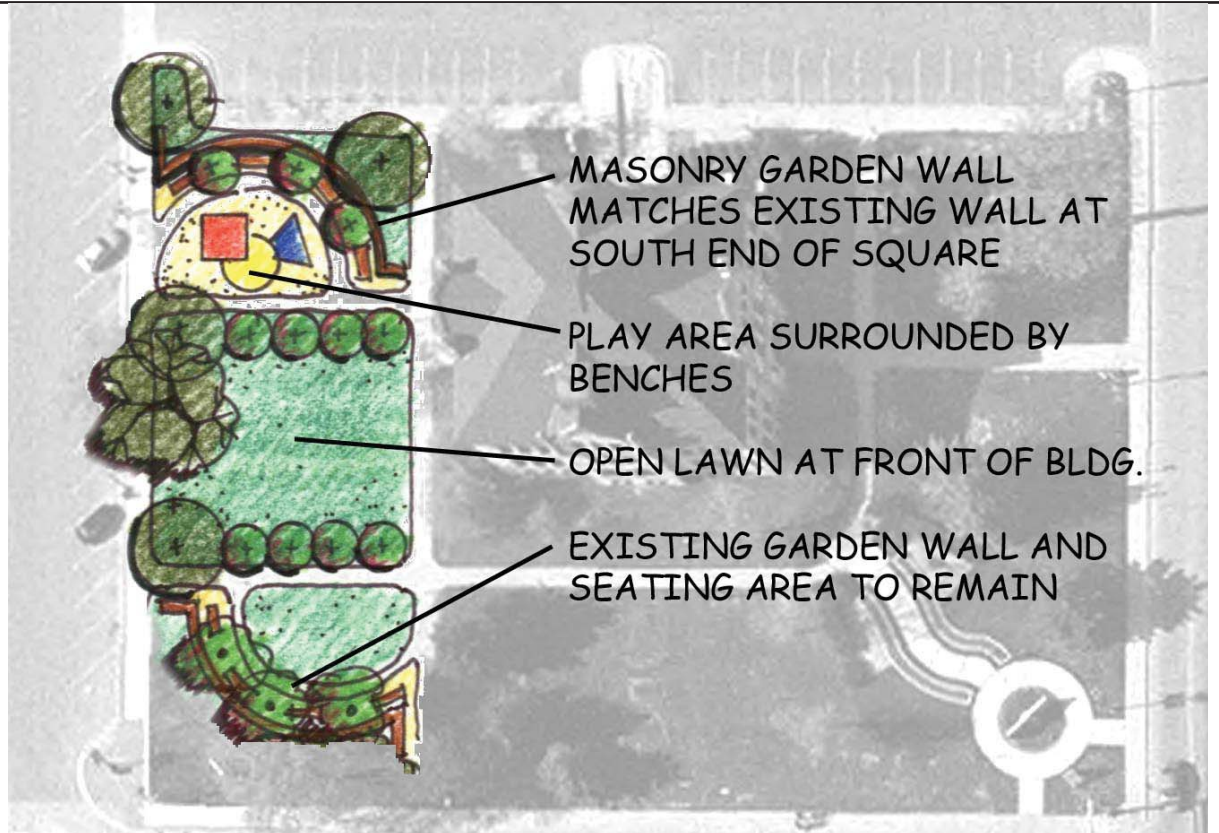


Figure 7  
Concept Illustration for Park on Central School Site

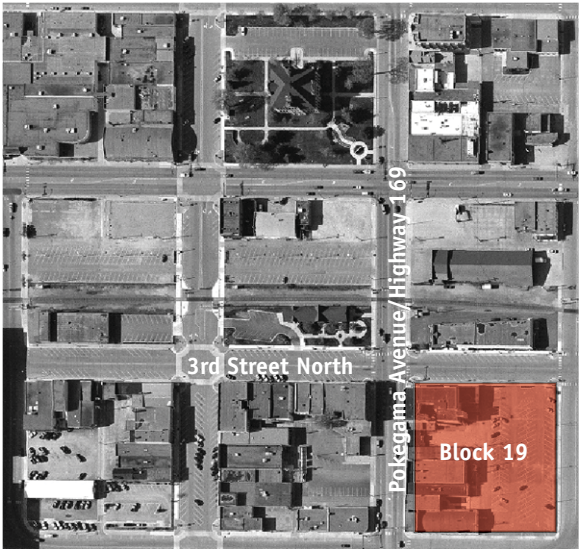
# Redevelopment Opportunity Sites

This section of the Downtown Redevelopment Master Plan contains a detailed discussion of redevelopment strategies for the five redevelopment opportunity sites identified in the Framework Plan. These sites become the initial focus for the City in working to achieve the vision for Downtown Grand Rapids.

Each of these sites is important to the future of Downtown. The order in which redevelopment of these sites occurs is not important. The City must be prepared to respond to opportunities. Redevelopment opportunities will likely require the City to work on multiple sites at the same time.

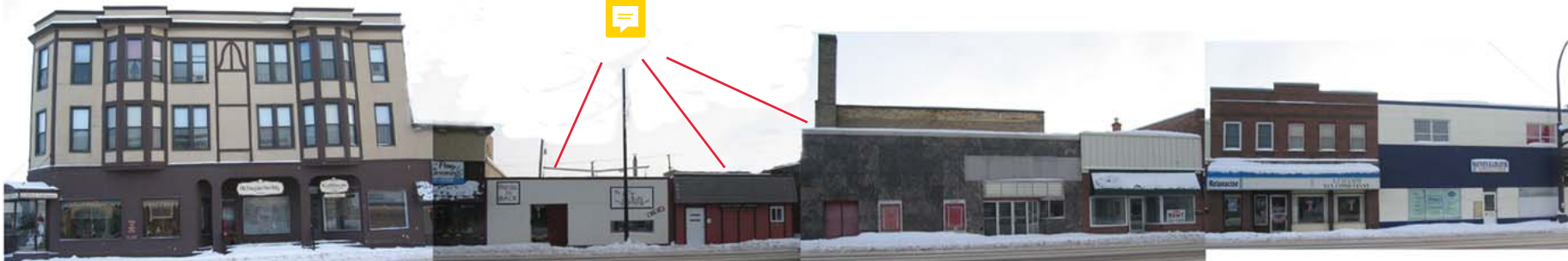
### Block 19

Block 19 is bound by Pokegama Avenue (U.S. Highway 169), 3rd Street North, 1st Avenue East and




2nd Street North. Several factors illustrate that Block 19 is a critical redevelopment opportunity site in Downtown Grand Rapids.

- **Key Gateway:** Block 19 forms the southern gateway to Downtown. These buildings create the initial impression of the Downtown arriving from the south.
- **Deteriorated Condition.** The current condition of the street face on Pokegama Avenue is not desirable. Storefronts are vacant. Some buildings experience deterioration. No people or activity are visible on the street.
- **Soil Conditions.** The east one-half of the site contains poor soils. The nature of these conditions will influence redevelopment. The current site design works around this limitation by using this portion of the site for surface parking. Development on this portion of the block will require correction of any deficiencies. Additional investigations will be needed to determine the nature of necessary site improve-



*The current condition of Block 19 along Pokegama Avenue creates a negative impression of Downtown.*



Block 19 forms part of a key gateway to Downtown. 

- ments.
- **Poor Design for Retail.** The current design of the Block makes it difficult to support retail activity. On-street parking is not possible on Pokégama. The lack of parking creates a barrier between the customer and the business. Although the eastern half of the block is devoted to parking, the back sides of buildings do not provide clear and consistent access for customers. The result is a dysfunctional business environment.
- **Comprehensive Solution Required.** Incremental change on the block will not work. The problems on this block require a comprehensive approach.


### Elements of Redevelopment

The redevelopment of Block 19 should seek to accomplish the following:

- Provide a comprehensive solution for the block.
- Retain the historic Pokégama Hotel.
- Provide a viable site for new development.



The view shows Block 19 from 1st Avenue East. The east half of Block 19 is a parking lot. The “backs” of these buildings do not cover an attractive face or clear points of access. Power lines should be buried as part of redevelopment.

- Use building character, site design, and public realm improvements to enhance the gateway to Downtown.
- Provide adequate parking.
- Bury existing overhead power lines. 
- Promote pedestrian and bicycle connections between Downtown and the River.

Block 19 provides an excellent illustration of the financial challenges facing Downtown redevelopment. Downtown competes with “edge” sites for new construction. Building on edge sites involves vacant land with few physical impediments. Contrast the edge site with the same project on Block 19. The following actions are required for redevelopment on Block 19:

- Multiple parcels must be assembled into a one or more larger development sites.
- The poor soil conditions must be corrected

or the design of new development adjusted to accommodate these constraints.

- Block 19 includes buildings. Buildings increase the cost of the property. The buildings must be demolished and removed. The acquisition cost typically reflects the cost of relocation for existing businesses.
- Automotive service use on the site indicates the potential for additional costs to correct any site contamination.
- Parking cannot be accommodated by acquiring more land and making a larger parking lot. At some point, the amount of new development requires structured parking. Structured parking spaces are typically 3 to 5 times more expensive than surface parking.

### Parking Strategies

The eastern half of the Block is currently a surface parking lot. The lot provides parking for customers and employees of businesses in Block 19. Businesses adjacent to Block 19 also make use of these spaces.



This vacant strip of land along 3rd Street North provides an opportunity for more parking.

The provision of parking facilities is a key element of the successful redevelopment of Block 19. Parking constrains the amount of new development. The amount of development that can occur with surface-only parking is not financially feasible or physically desirable. Parking strategies for Block 19 include:

- Structured parking is needed to support greater development on Block 19. Public financial support will be needed to offset the additional costs of structured parking.
- Structured parking on Block 19 should be underground. This form of parking provides the dedicated and safe facilities needed to attract housing to this site. A portion of the underground facilities could be used for employee parking. The use of underground parking (in contrast with a parking ramp) creates the opportunity for portions of the site to be developed as green public places (see concept illustration).
- The site should include surface parking for business customers. This approach provides the recognized and accepted form of customer parking in Grand Rapids.
- All or a significant portion of the surface parking should be made part of the municipal parking system. (The Parking section of this Plan discusses strategies for creating and maintaining public parking in redevelopment projects.)
- The City owns a strip of land between 3rd Street North and the rail line. The parcel is too small

for development. Its location does not present a place for meaningful open space in Downtown. Adding parking spaces to this parcel creates greater flexibility in the redevelopment of Block 19.

**Pokegama Hotel**

The plan assumes retention of the Pokegama Hotel and the adjacent office building. The Hotel was built in 1892. It is identified as a “local resource” by the Itasca County Historical Society. This historic structure demonstrates many of the qualities sought for Downtown:

- Multiple stories
- Mixed use with residential uses over street level retail
- Positive relationship with the street.

Facade improvements will enhance the appearance of the Hotel. The redevelopment of the remainder of Block 19 should improve the viability of retail and housing uses in the Hotel. All of the site testing performed in the planning process assumed that the Hotel provides 9,000 square feet of retail and 10 dwelling units.

**Redevelopment Concepts**

A series of alternatives for the redevelopment of Block 19 were explored during the planning process. These concepts not only illustrate alternative approaches for redevelopment, but also highlight the desired outcomes from any redevelopment project.



*Retention and revitalization of the Pokegama Hotel is part of the Plan for Block 19.*



**Redevelopment with Surface Parking**

The testing of redevelopment options found that the Block can support approximately 18,400 square feet of commercial and eight housing units using all surface parking. The illustration in Figure 8 shows two new buildings on the block. A 10,000 square foot, single story bank building anchors the Pokegama/2nd Street corner. This conceptual site design shows five drive-through lanes. The second

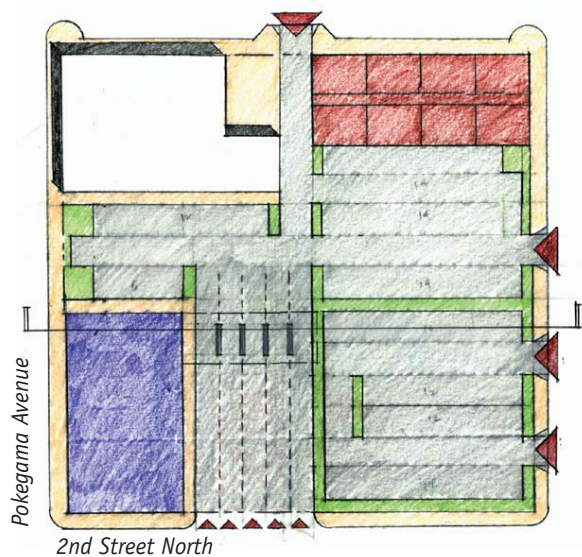


Figure 8  
Concept for redevelopment of Block 19 using only surface parking.

building is a two-story structure oriented to 3rd Street. The first floor contains 8,400 square feet of commercial space. Eight units of housing are assumed for the second floor.

This concept does not offer a realistic approach to redevelopment:

- It is unlikely that redevelopment is financially feasible. This limited amount of new development will not produce the public or private revenues needed to offset the costs of redevelopment.
- The concept underutilizes this key piece of property. Over one-half of the block is occupied by parking and drive areas.
- It will be difficult to attract and sustain the

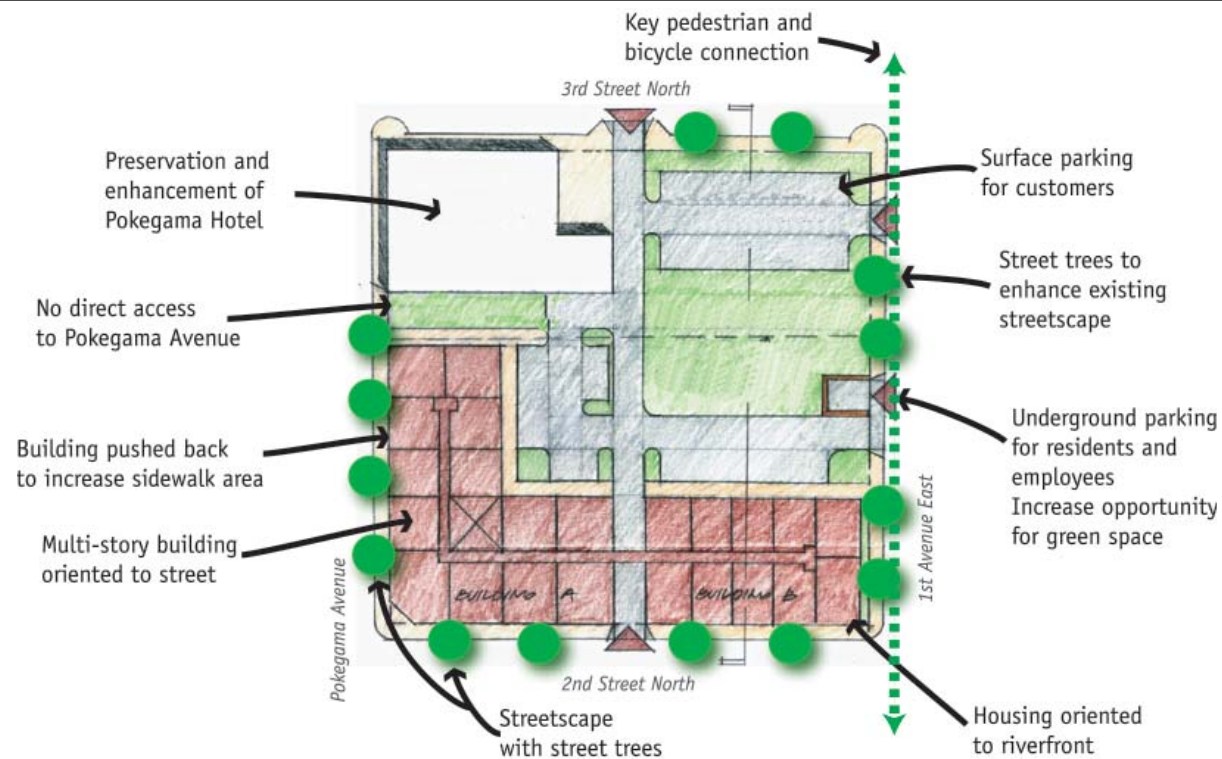


Figure 9  
Illustration of redevelopment objectives for Block 19

proposed housing without dedicated parking. These limitations led to the exploration of alternatives using structured parking

**Redevelopment With Structured Parking**

The illustration in Figure 9 shows a mixed use concept for redevelopment of Block 19. This concept is not a definitive site plan, but a depiction of the type, amount and character of development sought for this site. The City will work with private developers to determine the actual site plan for Block 19.

Redevelopment defines a key gateway to Down-

town. This gateway begins with the character of private development at the Pokegama/2nd Street corner and extends north along Pokagama. Public streetscape improvements should be used to complement and support private development. The objective is to define a different character than the commercial district to the south of Downtown on Pokagama Avenue. Improvement of Block 19 helps to distinguish Downtown as a vital, active and interesting place.

It will be difficult to sustain development oriented

to Pokegama. The traffic and lack of on-street parking create significant barriers to retail uses on this portion of Pokegama. The concept uses landscaping to create an attractive street face and show the presence of public parking behind the buildings. The commercial uses are oriented to 2nd Street and 3rd Street.

The multi-story buildings shown in this concept will require a mixture of uses. The first floor uses will be commercial. This location will likely result in a combination of retail and service businesses. These uses will not succeed above street level. Office and housing uses will be required to achieve the density shown in this concept.

Although there are no current examples of this housing style in Grand Rapids, this housing option is gaining popularity in other places. The riverfront provides an excellent amenity for new housing development. Creating a quality and successful mixed use development on Block 19 will demonstrate that this form of redevelopment is viable.

Redevelopment should help to create a strong pedestrian and bicycle corridor connection to the riverfront. The Downtown Framework uses 1st Avenue East as the primary pedestrian link between Downtown and the Mississippi River. This street provides the only practical route for this connection. Given the orientation of the site and the amount of on-site parking, a dedicated bike lane can take the place of on-street parking.

The current design of no direct vehicular access to

the block from Pokegama should be maintained. This design for Block 19 minimizes traffic conflicts. The traffic signals at both 2nd Street and 3rd Street provide good accessibility to and from Block 19.

If the Blandin warehouse expands on Block 17, 2nd Street will receive additional truck traffic. Steps should be taken to prevent truck traffic from using 2nd Street east of Pokegama and 1st Avenue East as shortcuts to eastbound Highway 2. A combination of physical improvements and regulations can provide impediments to the use of these streets by trucks. Any truck traffic on these streets would become a barrier to the development goals of the Downtown Plan.

A catalyst for the redevelopment of Block 19 may come from the relocation of the Wells Fargo Bank. The Bank has examined the possibility of consolidating its facilities as part of the redevelopment of this block. The main office and drive-through facilities are currently in separate buildings on Block 18.

Figure 10 illustrates a concept for Block 19 incorporating a bank. In this concept, the bank facility is a 24,000 sf, three-story building. The bank occupies a prominent location in the southwest corner of the site. Four drive-through lanes are shown in this concept. The concept shows an alternative approach to additional development on the site, with two mixed use buildings. Both buildings are shown as four-stories with three floors of housing over street level commercial. The building adjacent to 3rd Street contains 5,000 square feet of commer-

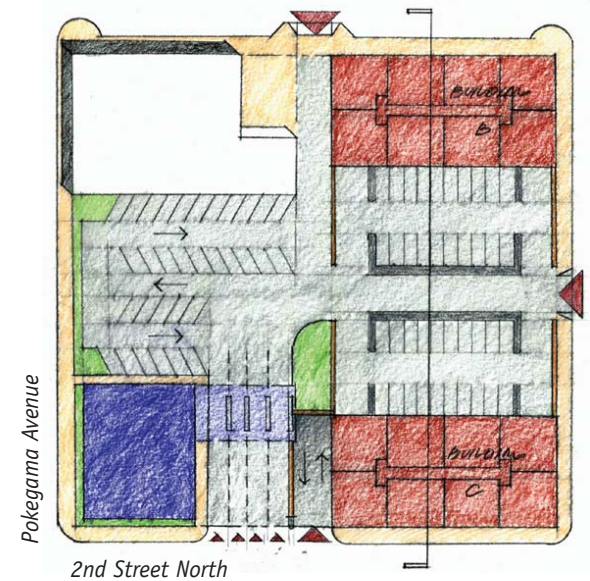


Figure 10  
Concept for redevelopment of Block 19 with bank

cial space and 24 residential units. This building complements the Pokegama Hotel and builds on the existing commercial orientation of 3rd Street. The building on 2nd Street contains 5,000 square feet of commercial and 24 residential units.

The primary difference in this concept comes from the drive-through banking facilities. These facilities influence the access and movement for the site. These requirements also reduce the amount of green/open space shown in this concept. The other redevelopment objectives described in this section apply regardless of the specific uses and building orientation.



**Implementing the Plan**

The City of Grand Rapids must play an active role and provide financial support to undertake redevelopment of Block 19. History clearly shows that the complexities of this site cause private investment to avoid Block 19. This section describes the actions and investments required for redevelopment.

**Find Private Developer(s)**

Redevelopment of Block 19 will be done as a collaborative effort with the City and private developers. Some larger development companies are capable of undertaking the entire redevelopment of Block 19. It is likely, however, that more than one developer will be needed. For example, Wells Fargo could build its facilities, but would not develop other parts of the site.

This type of redevelopment project typically requires City leadership to assemble the development group. In this position, the City can ensure that the developers have the ability to undertake the project.

The Implementation section contains additional information on attracting developers to Downtown redevelopment projects.

**Establish TIF District**

A tax increment financing (TIF) district will be established to provide funding for redevelopment. (A more detailed discussion of TIF can be found in the Implementation section.) TIF is used to offset the additional costs of redevelopment. These costs may include:

- Acquisition of land
- Demolition and clearance of buildings
- Remediation of site contamination
- Construction of structured parking
- Construction of streetscape and other public improvements

The EDA has taken the first step in this process with a study of building condition. State Law requires that more than 50% of the buildings in the TIF district meet criteria for “structurally substandard”. This study will provide the information needed to determine if a TIF district can be established.

Timing is an important factor in using tax increment financing. Ideally, the City would have the TIF district established early in the redevelopment process. This step removes the risk and uncertainty that TIF can be used for redevelopment. A proactive approach may not be possible. The establishment of a district starts a series of statutory time constraints on the use of TIF. The time required to undertake redevelopment could cause statutory authority to expire before a project takes place. Given these considerations, the approach for Block 19 takes middle course. The City/EDA will undertake the investigations needed to establish a district. The specific procedural steps will be taken in conjunction with an actual redevelopment project

The actual boundaries of the TIF district require careful consideration. State Law sets criteria for the type of property that can be included in a redevelopment TIF district. Subject to these criteria, the City

has discretion on drawing the boundaries.

District boundaries are important because they control where tax increment revenues can be spent. Not more than 25% of tax increments collected by the City may be spent outside of the boundaries of the TIF district. While the focus of this district will be the redevelopment of Block 19, other needs should also be considered.

Redevelopment of Block 18 would benefit from the use of any excess tax increment revenues from Block 19. Some concepts from Block 18 show public costs without any significant new development and the related revenues to support redevelopment activities.

**Prepare Finance Plan**

Financial planning needs to go hand-in-hand with physical planning for the redevelopment of Block 19. (These strategies also apply to other redevelopment opportunity sites.) The purpose of financial planning is to identify the elements of successful redevelopment on Block 19. The basic steps in financial planning for Block 19 include:

- Estimate the private costs of redevelopment, including land acquisition and site preparation.
- Estimate the costs of public improvements related to redevelopment.
- Estimate the type, amount and property value created by redevelopment.
- Estimate the public and private costs that are not likely to be supported by private investment (the “gap”).

- Project the ability of tax increment financing to close the gap.
- Evaluate other means of closing the gap.

There is rarely a single right answer for the composition of a redevelopment project that is financially feasible. This task will involve the exploration of a series of possible alternatives. The results will provide valuable guidance on the form and character of new development.

**Assemble Site**

The parcels in Block 19 must be acquired and assembled into a common site for redevelopment. The City must play an active role in this process, but should not be expected to have direct responsibility for site assembly. Land acquisition should be undertaken by the developer as part of a comprehensive development agreement with the City.

Eminent domain (condemnation) is not the primary tool for land acquisition in this Plan. The City must, however, be prepared to use this power if needed to undertake redevelopment. Block 19 requires a comprehensive approach for redevelopment. The unwillingness of a single property owner to sell could stop development for the entire site. The commitment by the City to condemn property gives the developer assurance that the necessary site can be assembled. This commitment often produces the incentive to seek a negotiated sale.

**Secure Assistance From Blandin Foundation**

The Blandin Foundation provides Grand Rapids with a tool for redevelopment not available to other

cities. Previous redevelopment planning by the City indicates that tax increment financing alone does not provide enough funding to cover all costs of developing Block 19. The City and the Foundation have begun to discuss alternatives to close this gap.

There are several reasons why the Blandin Foundation could be a participant in the redevelopment of Block 19. As an adjacent property owner, the Foundation has a stake in the future of Block 19. This site has broader community implications. The ability to redevelop Block 19 influences other investments and the overall success of the Downtown Master Plan. It is an excellent setting to explore new strategies for helping cities create and sustain healthy downtowns.

**Establish Parking Plan**

In the process of creating the Master Plan, parking needs associated with redevelopment alternatives were analyzed. This work led to the parking strategies described earlier in this section. The actual parking plan for Block 19 will be established as part of the redevelopment process.

**Make Public Realm Improvements**

The redevelopment of Block 19 involves both public and private investments. Improvements in the public realm to be made in conjunction with private redevelopment include:

- Extension of streetscape on to Pokegama Avenue and 2nd Street.
- Planting of street trees around entire block.
- Establishment of bike lane along 1st Avenue

with connection to riverfront trail.

- Incorporation of public plaza/ green space into overall site design.

**Block 36** 

Block 36 is the location where a Ben Franklin store used to stand on the southwest corner of Highway 2 and 1st Avenue West. This block is a key redevelopment opportunity site. Several factors highlight the redevelopment opportunity for this site.

- **Fill in the gap.** Redevelopment of this site builds a more connected and continuous Downtown environment. The site is a natural bridge from the retail core north of Highway 2 with the commercial uses in Blocks 17 and 18.
- **The site is vacant.** No other redevelopment opportunity site is vacant. The lack of buildings enhances the financial feasibility of redevelopment. Land acquisition expense does not



include cost for buildings. Expenditures for demolition and clearance are avoided.

- **The site consists of a single parcel.** All other opportunity sites require the assembly of multiple parcels.

### Elements of Redevelopment

The redevelopment of Block 36 should seek to accomplish the following:

- Extend the retail identity and character of 1st Avenue West to the south of Highway 2.
- Enhance the character of the street along Highway 2.
- Use enhanced highway crossing and streetscape to encourage pedestrian movement.
- Provide adequate parking.



Block 36 is the only vacant property among the Redevelopment Opportunity sites.

### Parking Strategies

The southern section of this Block provides 30 spaces for all-day public parking and 30 spaces for permit parking. Observations and investigations made during the planning process show that these spaces are used even though the block is vacant.



Existing parking lot in Block 36.

(The parking study element of the Downtown Plan did not specifically study utilization of this lot.) As the only “all-day” spaces in the core of Downtown, this lot likely attracts employee parking.

This block illustrates the balancing act between parking and other development objectives. Block 36 is a key redevelopment site in Downtown. Yet, redevelopment of this property potentially displaces parking that supports other businesses. Parking strategies that allow for the redevelopment of this site while meeting the overall parking needs of Downtown include:

- Seek to include some long-term parking spaces in the site design for Block 36.



Improving the pedestrian crossing at 2nd Avenue West provides better access to parking in western sections of Downtown.

- Continue to allow on-street parking on 1st Avenue.
- Provide dedicated long-term parking spaces in the Central Square Mall lot and improve pedestrian connections to make the space usable.
- Obtain outside funding to increase parking capacity with structured parking.

### Redevelopment Concept

Figure 11 (on the next page) shows the redevelopment concept and objectives for Block 36. The redevelopment concept for Block 36 calls for new commercial use. The site testing analysis indicates that the Block can support 12,000 square feet of single-story development with surface parking. The site testing explored other development options for this location. The orientation of the Block to Highway 2 make this site less desirable for new housing than other Downtown locations.

Redevelopment of Block 36 extends the retail face of Downtown along 1st Avenue West. This site fills in a critical gap and builds better connections with Blocks 17 and 18.

Development on Block 36 should occur with additional setback from Highway 2. The City will not be able to gain more right-of-way from the reconstruction of Highway 2. All of the existing right-of-way will be needed to accommodate travel and turning lanes. The current space between curb and building leaves inadequate area for sidewalks and other streetscape improvements. Moving buildings further back from the street is the only option

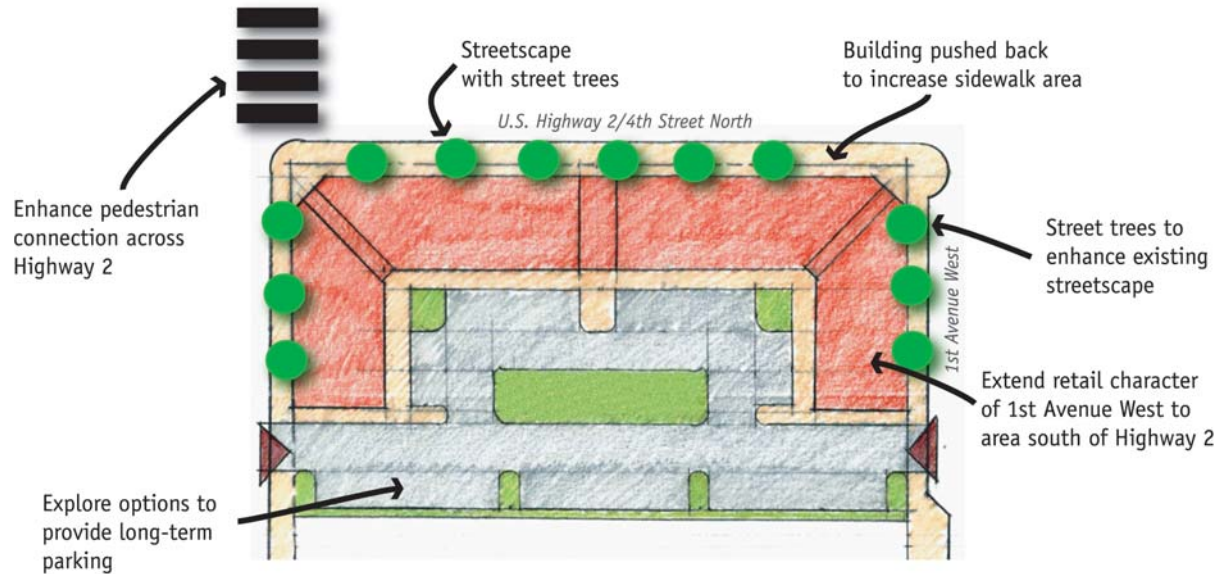


Figure 11  
Redevelopment concept for Block 36

for increased public space.

### Implementing the Plan

Redevelopment of Block 36 poses different challenges than the other opportunity sites. The property is ready for development. Smaller parcels do not need to be assembled. This vacant parcel does not require demolition or clearance of structures.

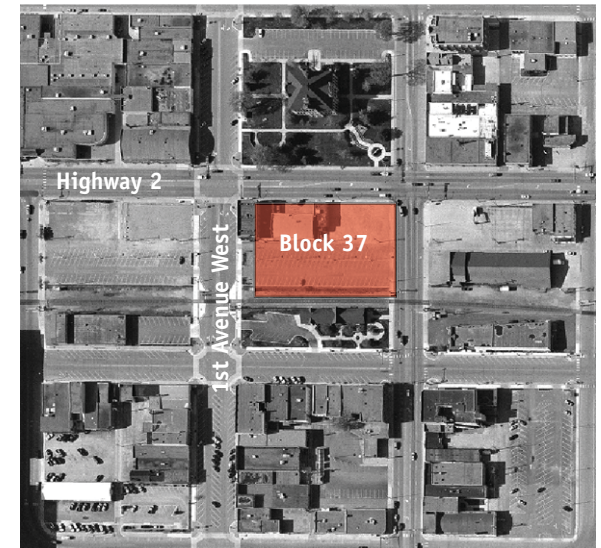
The Plan anticipates that private development will lead development on this site. In many respects, this parcel is similar to vacant land for commercial development in other parts of Grand Rapids. An important distinguishing factor is the set of public redevelopment objectives applied to this site. Achieving these objectives will require public participation in development of Block 36.

Unlike other opportunity sites, Block 36 cannot qualify as a stand-alone TIF district. Structures are a basic element of a redevelopment TIF district. Two development options are available:

- Block 36 could be included as part of another TIF district. The most likely candidate would be a district created for the adjacent Block 37. Additional investigations are needed to see if this approach meets statutory criteria.
- Tax abatement could be used to finance City participation in this site. Abatement would provide less funding capacity than TIF.

### Block 37

Block 37 is located directly south of Central Square. It is bound by Highway 2, Pokegama Avenue, 1st Avenue West and rail right-of-way. This block is a key location building extending retail development around the Central School square.



View of Block 37 from Pokegama Avenue.

**Elements of Redevelopment**

The redevelopment of Block 36 should seek to accomplish the following:

- Extend the retail character from 1st Avenue West
- Retain the existing “Wings and Willows” building.
- Enhance the character of the street along Highway 2.
- Make improvements to define the 100% Intersection.

**Parking Strategies**

Block 37 currently provides 87 parking spaces. Fifty-eight of the spaces are limited to a two hour duration. The remaining spaces are for permit parking. On-street parking is allowed on 1st Avenue. This parking capacity will be retained with the proposed redevelopment. Key elements of the parking strategies for Block 37 include:

- Provide a buffer between the building and the drive land for the parking lot.
- Strike a balance between making effective use

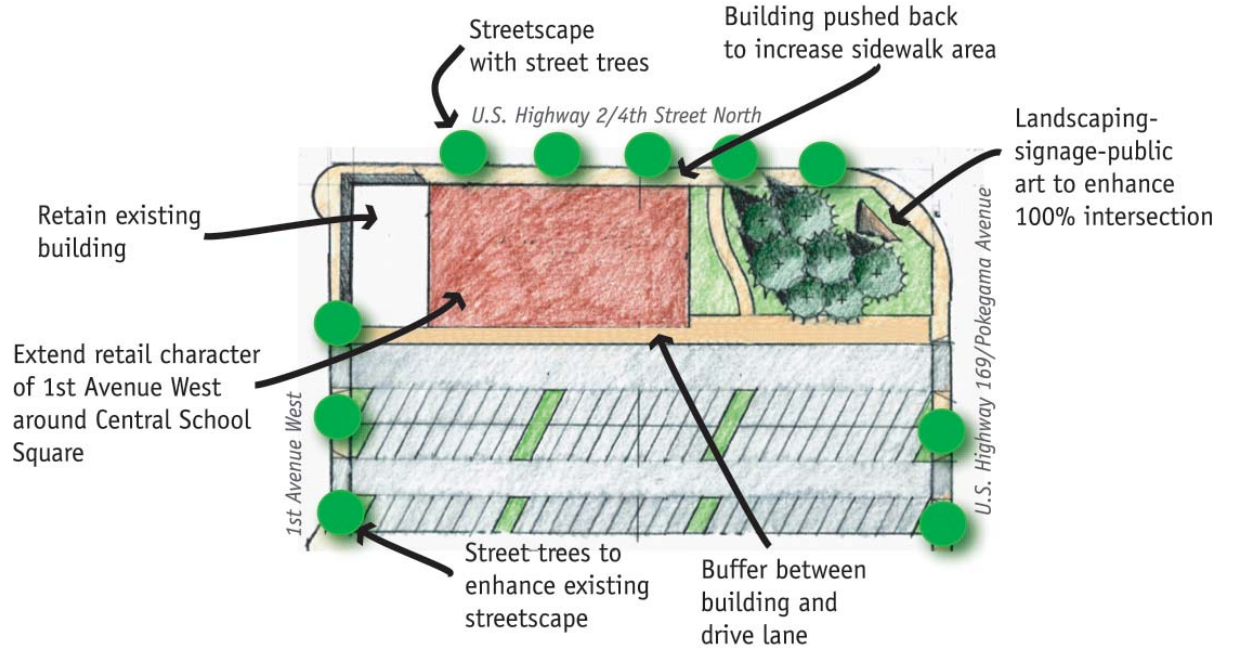


Figure 12  
Redevelopment Concept for Block 37

of parking capacity and creating an attractive site at this key location.

- Create functional and safe connections with

adjacent streets.

**Redevelopment Concept**

The concept illustration (Figure 12) shows a two-story building, served by surface parking. This concept shows ground level retail with office on the second floor (19,600 sf of commercial space). Surface parking provides the 86 spaces required to serve the site. The concept retains and revitalizes the existing two-story building on the northwest corner of the site.

A single-story building on this block could extend east toward Pokegama Avenue. This option should



Existing building on Block 37 viewed from Highway 2.

leave space for improvements at the 100% intersection. The concept illustration shows a strong “green” presence at the core Downtown intersection of Pokegama and Highway 2. This corner could have a similar design to the gateway at 3rd Avenue West and 5th Street North.

Structured parking is needed to support additional development on this site. A mixed use concept for Block 37 was explored. The proximity to Highway 2 and the rail corridor make this site less suited for housing than other opportunity sites.

The concepts for Block 37 (and the other Opportunity Sites) show buildings with two “fronts” - strong orientation to both street and parking lot. This design is particularly important for Block 37. The back of this block is a key of Downtown for traffic from the south.

Block 37 is a possible site for relocation of the Visitor Center if this facility is displaced by expansion of



Rear building entrance in Hutchinson

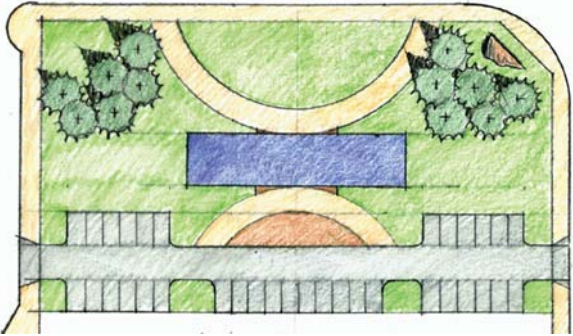


Figure 13  
Concept for Block 37 with relocation of Depot/Visitor Center.

Blandin (see Figure 13). This use of Block 37 would be difficult to undertake without outside funding.

**Implementing the Plan**

Participation by the City will be needed to achieve the redevelopment objectives for Block 37. As a funding partner in redevelopment, the City gains greater influence over the character of public and private improvements at this critical location.

**Find Private Developer**

The scale of redevelopment proposed for Block 37 can be undertaken by a single developer. Finding a developer partner for this project will be the key to implementation.

**Establish TIF District**

A tax increment financing (TIF) district will be established to provide funding for redevelopment. At this location, the potential uses of TIF include:

- Acquisition of land.
- Demolition and clearance of buildings.
- Enhancement of surface parking areas.

- Construction of streetscape improvements.
- Make improvements to 100% intersection.

In preparation for creating a TIF district, the City/EDA should undertake a building condition study (similar to the study performed for Block 19). The study determines the presence of “structurally substandard” buildings and the ability to meet the statutory criteria for a redevelopment TIF district. Planning for a TIF district should also analyze the ability and merits of including Block 36 in the district.

**Establish Parking Plan**

The process of creating the Master Plan analyzed parking needs associated with redevelopment alternatives. This work led to the parking strategies described earlier in this section. The actual parking plan for Block 37 will be established as part of the redevelopment process.

**Make Public Realm Improvements**

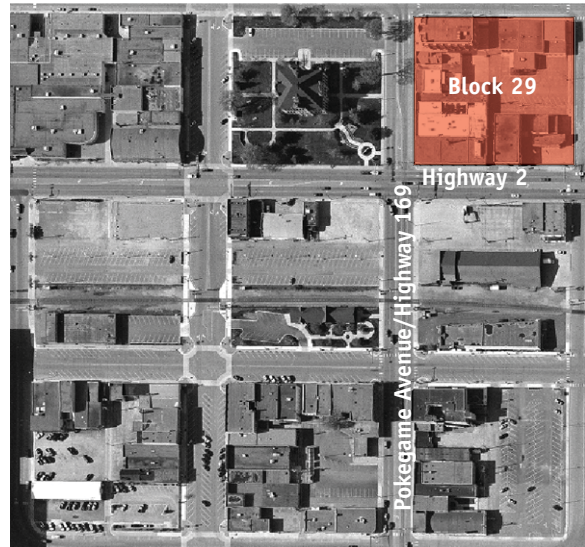
As with other Redevelopment Opportunity Sites, the redevelopment of Block 37 involves both public and private investments. Improvements in the public realm to be made in conjunction with private redevelopment include:

- Extension of streetscape on to Highway 2/4th Street.
- Planting of street trees.
- Improvements of 100% Intersection.
- Incorporation of green space into overall site design.



### Block 29

Block 29 includes City Hall and the Fire Station. These civic uses would be retained. The remainder of the Block would be redeveloped with a mix of uses. Block 29 provides an important redevelopment site. The former Northprint building does not fit the desired character of Downtown. It occupies a critical location on the 100% intersection. Redevelopment of this site continues the process of establishing a strong and supportive setting around the Central School Square.



#### Elements of Redevelopment

The redevelopment of Block 36 should seek to accomplish the following:

- Use mixed use project to locate retail uses on Pokegame Avenue.

- Integrate with City Hall and Fire Station.
- Enhance the character of the street along Highway 2.
- Use redevelopment to enhance the character of the 100% Intersection.

#### Parking Strategies

Block 29 currently provides 19 parking spaces. The redevelopment of this site will create new parking spaces at a key location. The redevelopment concept shows underground parking to support planned housing and employment. Surface parking will support on-site commercial uses. These spaces will also be available for general use as part of the public system. The appropriate timing limits for these spaces can be considered when detailed site planning occurs as part of a redevelopment project.

#### Redevelopment Concept

Figure 14 contains the concept for the redevelopment



Existing private development on Block 29.

ment of Block 29. A challenge to the redevelopment of this block will be finding the proper combination of uses and site layout. Retail uses should occur on the Pokegame Avenue side of the Block. The Plan seeks to ring the Central School with retail similar in use and character to the west side along 1st Avenue West.

The number and size of existing buildings suggests



View of 100% intersection from the south. Block 29 is located in the upper right corner of the intersection.



City Hall and the Fire Station anchor Block 29.

that single level development will not be financially feasible. Additional density at this location will require housing. Only the Pokegama Avenue side is well suited to housing. An orientation toward Central School Square and the proximity to the core of Downtown offers an attractive setting.

Redevelopment of this block should also use site and building design to enhance the character of the 100% intersection. The building located at the corner of Pokegama Avenue and Highway 2 works with Central School and public improvements to the south to define this intersection. Elements of improving the 100% Intersection include:

- Quality building materials and architecture consistent with design guidelines for Downtown.
- Storefronts that use windows, signage and facades to create a positive impression and to create interest.
- Streetscape and street trees work with buildings to create an attractive and inviting setting.
- Multi-story building that distinguishes Downtown from other commercial districts.

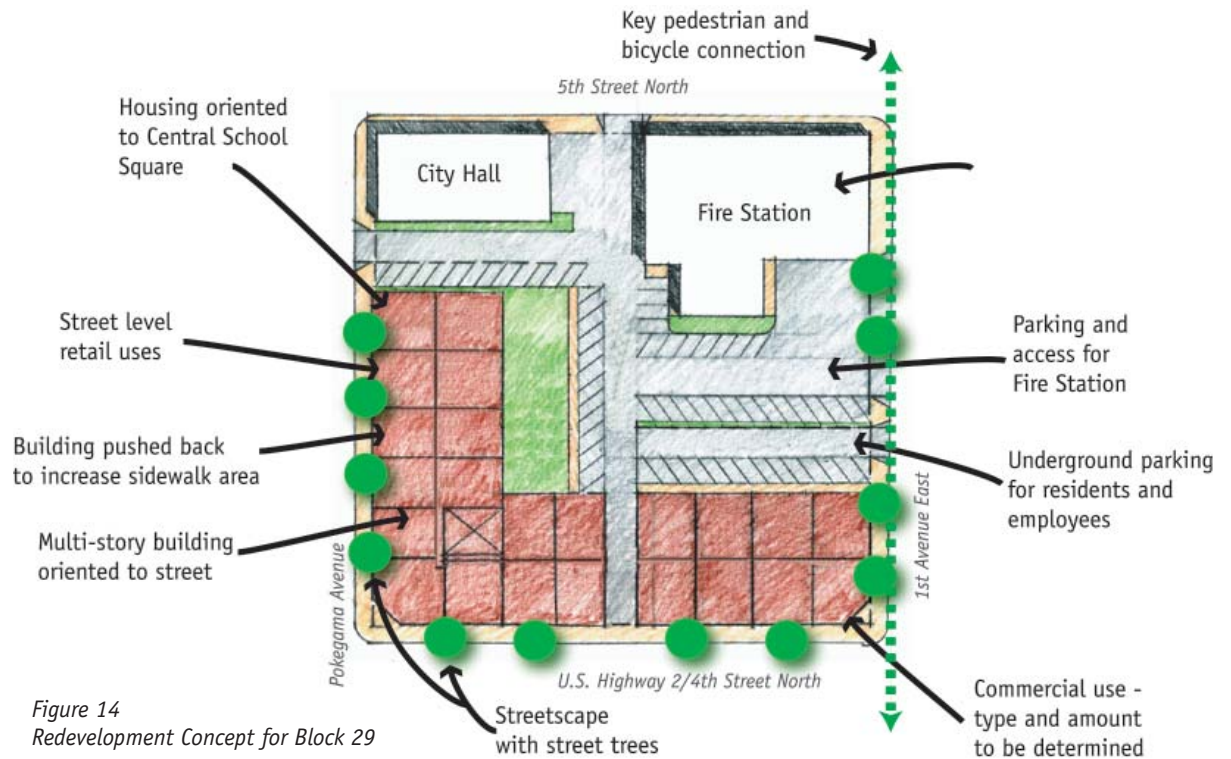


Figure 14  
Redevelopment Concept for Block 29

The concept shows new development along Highway 2. The aspect of the Plan will evolve through the process of undertaking a redevelopment project. The current condition of the Block shows the difficulty of sustaining commercial uses in this location. Creating a retail presence on this section of Highway 2 will continue to be a challenge.

Factors to consider when guiding development on the southern part of Block 29 include the following:

- The portion of the site facing Highway 2 is only suited to commercial uses. The site should be

designed with additional setbacks and attractive streetscape to offset the proximity to the highway.

- Retail uses could establish strong rear entrances. Green/plaza space and parking on the interior of the block provide an opportunity for a second storefront away from Highway 2. While still presenting a positive street face, the primary customer orientation shifts to the interior of the Block.
- Building orientation could focus on 1st Avenue East. This approach would build on retail, service and office connections with the County



Courthouse. This approach will be constrained by the operational needs of the Fire Station.

- Use of this site must accommodate current and future use of the Fire Station. Expansion of the Fire Station could provide a catalyst for redevelopment.

**Implementing the Plan**

Undertaking redevelopment on Block 29 poses many of the same challenges found in the other opportunity sites:


- Finding developers willing and capable of undertaking projects consistent with this Plan.
- Determining the need for financial assistance to make redevelopment feasible.
- Evaluating the ability to use tax increment financing or other tools.

It is helpful to consider the redevelopment of Block 29 in the context of the overall implementation of the Downtown Master Plan. While Block 29 is an important location for change, its need for redevelopment is not as great as other sites, such as Block 19.

In the short term, options for redevelopment of Block 29 will be market-driven. The City will respond to proposals offered by property owners and developers. City efforts will focus on the more immediate needs of the Highway 2 improvements, Blandin expansion and redevelopment of Block 19.

This approach may provide a long-term benefit for

Block 29. With similar development objectives, projects on Blocks 19 and 29 do not compete for developers, investment and users. Lessons learned from mixed use development on Block 19 can be applied to Block 29.

**Block 17/18** 

The future development of Blocks 17 and 18 will be controlled by the decision on expansion of the Blandin plant. One of the five options for the construction of a new warehouse involves Block 17. At the present time, the State is preparing an environmental impact statement (EIS) to evaluate the implications of these options.

This part of the Downtown Redevelopment Master Plan should be revisited when decisions about the



Blandin expansion have been made. It is not possible to make realistic plans for the future of Blocks 17 and 18 while the details of plant expansion remain undecided.

The future of these blocks will be shaped by the decision on Blandin’s expansion. Given this uncertainty, Block 17 and 18 have not been subject to the same site testing as the other redevelopment opportunity sites. The discussion that follows contains a broad framework for future development of Blocks 17 and 18. This portion of the Plan should be revisited when the details of the warehouse project are known.

This Plan focuses on the physical aspects of the Blandin facilities in Downtown Grand Rapids. It must also be acknowledged that the plant expansion has economic implications for Downtown. Currently, the employees and visitors to Blandin facilities provide an important part of the Downtown market. This market may decline with a decision to build new facilities outside of the existing plant “campus”. The Plan does not address the economic impacts of the plant expansion.

**Elements of Redevelopment**

The redevelopment of Blocks 17/18 should seek to accomplish the following:

- Adapt development on these block to accommodate the results of Blandin’s plant expansion.
- If possible, use this block as a critical connection between the riverfront and the retail core

of Downtown.

- Use redevelopment to enhance the south gateway of Downtown.
- Provide additional off-street parking.
- Avoid a development pattern that impairs any built use and creates more vacant land at this key location.

**Parking Strategies**

Parking is an important factor in the future development of this site. No public off-street parking currently exists in either Block 17 or 18. All parking in the area comes from the combination of private lots and on-street parking. The expansion of Blandin may eliminate some existing on-street spaces. These factors focus the parking strategies on redevelopment projects. The creation of new off-street parking on Block 18 must be an outcome of redevelopment.

**Redevelopment Concepts**

**No Blandin Expansion**

Without the Blandin expansion, the focus for Blocks 17 and 18 involve enhancement as opposed to redevelopment. The buildings in this area have generally positive character that has been enhanced by facade improvements. Streetscape and the Visitor’s Center support the character of private development.

Blocks 17 and 18 will benefit from other aspects of the Downtown Plan. These blocks are disconnected from the core of Downtown. The combination of Highway 2, vacant parcels, parking lots, and rail corridor create significant physical barriers between

the retail core (1st Avenue East/Central School) and these blocks. This gap makes Blocks 17/18 act more like a separate commercial district than an integral part of Downtown. The Plan seeks to reduce these barriers and build strong connections. These blocks should also benefit from the redevelopment of Block 19 and the potential connections with new commercial and residential uses.

The relocation of Wells Fargo Bank provides an important opportunity for this area. The bank consists of two buildings on Block 18. The main bank facility (1st Avenue West/3rd Street) should be continued as a commercial use. The drive-in facilities along Pokegama present the need for



*The relocation of Wells Fargo Bank and the related drive up banking facilities provides an important opportunity for redevelopment*

redevelopment. Removal of this part of the bank provides much needed additional parking for Block 18. It also eliminates the need for direct access from Pokegama. As with the plans for Block 19, removal of direct access reduces traffic conflicts with Pokegama. This change will require better access to parking from 2nd Street.

Block 18 forms part of the southern gateway to Downtown. Redevelopment should be used to enhance the identity of this location as the gateway to Downtown. Similar to Block 19, the gateway is seen as a combination of building character and streetscape. Parking capacity on this block may limit the potential for a multi-story building at the “gateway corner”. The planned scope of development on Block 18 does not call for provision of a parking structure.



*Redevelopment in Block 18 should include enhancement of the gateway at Pokegama and 2nd Street*

**Blandin on Block 17**

Figure 15 shows one scenario for the Blandin expansion. In this scenario, the plant expands on to Block 17. The expansion also takes the Herald-Review offices.

The most obvious implication of this scenario is the removal of existing commercial buildings in Block 17 along 1st Avenue West. The construction of a warehouse on Block 17 also presents several challenges and opportunities for Block 18.

The warehouse changes the character of 1st Avenue. Today, the street presents a positive commercial character. Buildings on both sides of the street have invested in facade and signage improvements. After the expansion, the remaining businesses in Block 18 face the wall of a warehouse and not the front door of similar stores. The scale of the warehouse sets a strong industrial tone for this area. It is difficult to envision this portion of Block 18 maintaining the uses and building character desired for the Downtown.

Figure 15 shows a possible redevelopment concept for Block 18 following plant expansion. The orientation of buildings shifts to 3rd Street and Pokegama Avenue and away from the warehouse. Parking occupies the space between commercial development and Blandin facilities.

The impact on Block 18 could be lessened by the construction of offices along 1st Avenue West (south of 3rd Street). Corporate offices could be relocated from current facilities on the south side of the River.

The offices would provide a buffer between the warehouse and the commercial uses in Block 18. The offices would help 3rd Street retain the look of a viable business street.

A variation of this scenario would create an extended rail loading facility along the north side of 3rd Street (see Figure 16). This configuration has several implications for future development:

- The expansion displaces the Visitor’s Center.
- The connection with the core of the Downtown business district is broken. Access on 1st Avenue West is eliminated or significantly limited.
- Development on Block 18 becomes an “island”, surrounded by Blandin and Pokegama Avenue.

This plant configuration sets up a greater need for



Figure 15  
Blandin expansion on Block 17

redevelopment of Block 18. The setting would be altered in a manner that would be difficult to sustain existing commercial uses and structures. Options for Block 18 in this scenario would include:

- Housing related to Blandin.
- Retail, services or office uses needing proximity to Blandin.
- Commercial along Pokegama Avenue drawing support from redevelopment on Block 19.

Looking beyond the implications for Blocks 17 and 18, the construction of the warehouse will create business development opportunities for Downtown. Displaced businesses can become the catalysts for redevelopment on other opportunity sites in Downtown. These businesses have an existing presence in Downtown. Money from land acquisition and relocation provides another source of funding for redevelopment.

Blandin may provide a catalyst for new business development. Some retail and service businesses could benefit from a location adjacent to Blandin.

**Implementing the Plan**

Implementation will be tied to the nature of redevelopment. These details will evolve with the plans for development. Some financial factors to consider include:

- Without new development, tax increment financing does not work.



Figure 16  
Blandin expansion along 3rd Street

- Capturing the property value from plant expansion could provide a resource for redevelopment.
- City/Blandin collaborations may yield redevelopment projects.



# Public Realm

Making improvements in the “public realm” is an important City investment in the future of Downtown. The public realm represents that space from the edge of the curb to the front of the building. The Downtown Improvement Project and the resulting streetscape have started this process. Future opportunities will come from redevelopment projects and the reconstruction of Highway 2.



*The Downtown Plan builds on the existing streetscape improvements.*

## Role of Public Improvements

Public realm improvements serve several purposes:

- The improvements help to define the identity of Downtown. These improvements can only be found in Downtown.
- The improvements seek to enhance the experience of being in Downtown for a pedestrian. They make Downtown streets safer, more attractive and more comfortable.
- It is an opportunity to make Downtown a “greener” place. With exception of Central School Square and the riverfront, Downtown is a built environment. The appropriate use of street trees is the only means of adding some natural environment throughout Downtown.
- Public realm improvements demonstrate the City’s commitment to match private investment for the betterment of Downtown.

The Plan relies on several strategies for undertaking public improvements in support of private redevelopment objectives.

- Build and maintain attractive sidewalk systems that encourage people to move within the Downtown.
- Create safe and convenient pedestrian crossings

to minimize the impacts of traffic and make a cohesive Downtown.

- Use public realm improvements to define Downtown as a distinct place.
- Complete the streetscape system in Downtown.
- Add street trees to appropriate locations.
- Use Downtown as a setting for public art.

## Nature of the Public Realm

The best way of describing the “public realm” in Downtown is the area between the storefronts. These areas include sidewalks and streets. For this Plan, the primary focus is on the sidewalk area from curb to building. Improvements in this area work with the building to create a positive environment in Downtown.

The ability to make improvements is controlled by the available space. The illustrations in Figures 17 and 18 show how these improvements fit into different widths of public space. With limited space, decorative street lighting becomes the primary form of improvement. The light standard is placed between the sidewalk and the curb as a buffer between the pedestrian and traffic.

As the space grows, other improvements can be added. This expanded space is necessary to incor-

porate and sustain street trees.

The existing environment provides a narrow sidewalk area in many places. Traffic and parking needs prevent gaining additional right-of-way. Building lines do not move without redevelopment.

Each redevelopment project in Downtown creates the opportunity to expand the area for public realm improvements. Putting new buildings at a fifteen foot setback from the curb provides the space for the improvements envisioned by this Plan.

The series of illustrations in Figure 19 provide additional guidance on how alternative forms of public realm improvements can be fit into the available space. These illustrations will help the City work with developers to design redevelopment sites.

**Street Trees**

The Plan advocates the planting of street trees at appropriate locations throughout Downtown. Trees should be added to the corridors shown in the Framework Plan. The type and placement of trees can be adjusted so as not to conflict with signage and recognition of businesses.

Trees add life, color and vitality to the street in a manner that cannot be equalled by man-made improvements. Trees provide shade and add comfort to the experience of pedestrians. Adding trees to existing streetscape further distinguishes the character and identity of Downtown from other commercial locations in Grand Rapids.

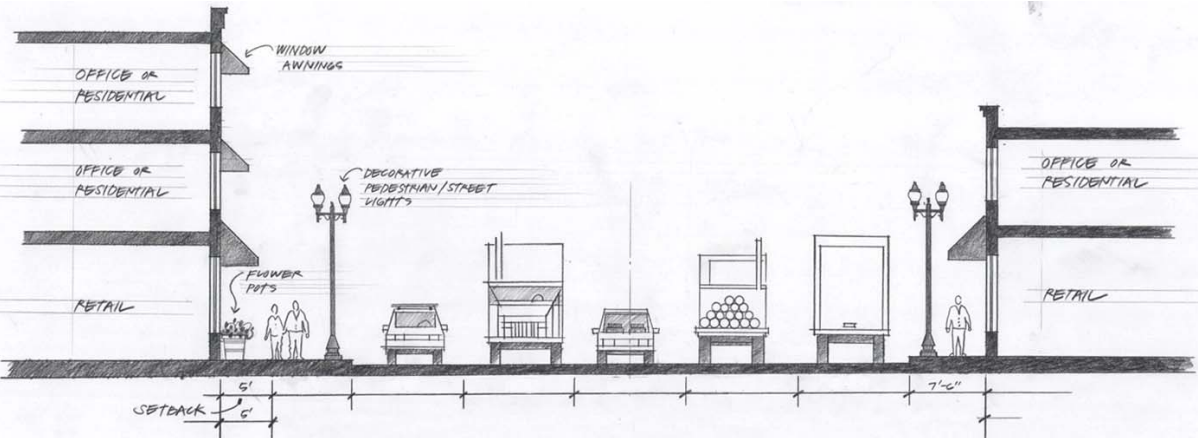


Figure 17  
Improvements in "Public Realm" with Standard Sidewalk

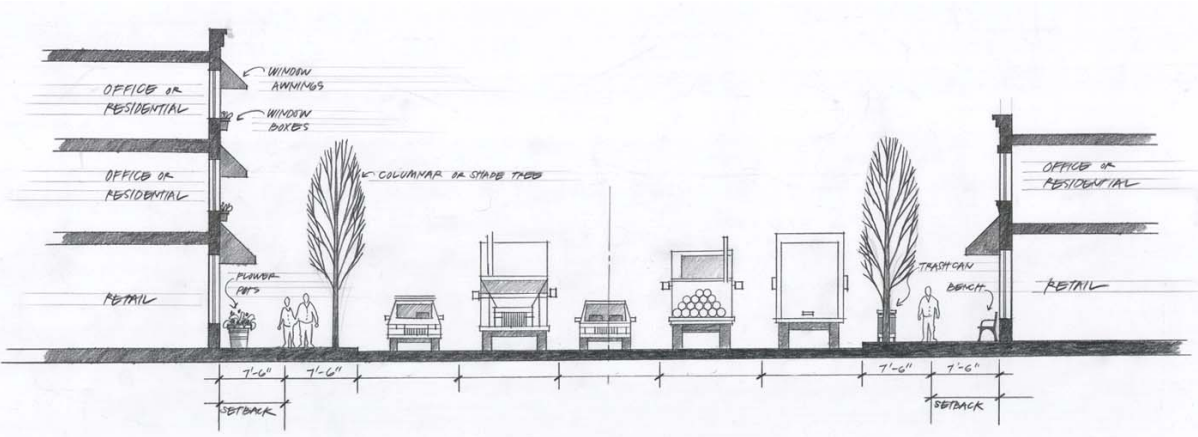


Figure 18  
Improvements in "Public Realm" with Expanded Sidewalk.



Downtown Little Falls shows how the use of trees enhances the street.

## Highway 2

Highway 2 offers a unique and important opportunity for improvements in the public realm. The State is planning for a much needed reconstruction of the highway through Downtown. By itself, the reconstruction project will accomplish positive outcomes:

- The current road surface is deteriorated. The run down condition of the road plays a factor in the impression of Downtown. A rebuilt road

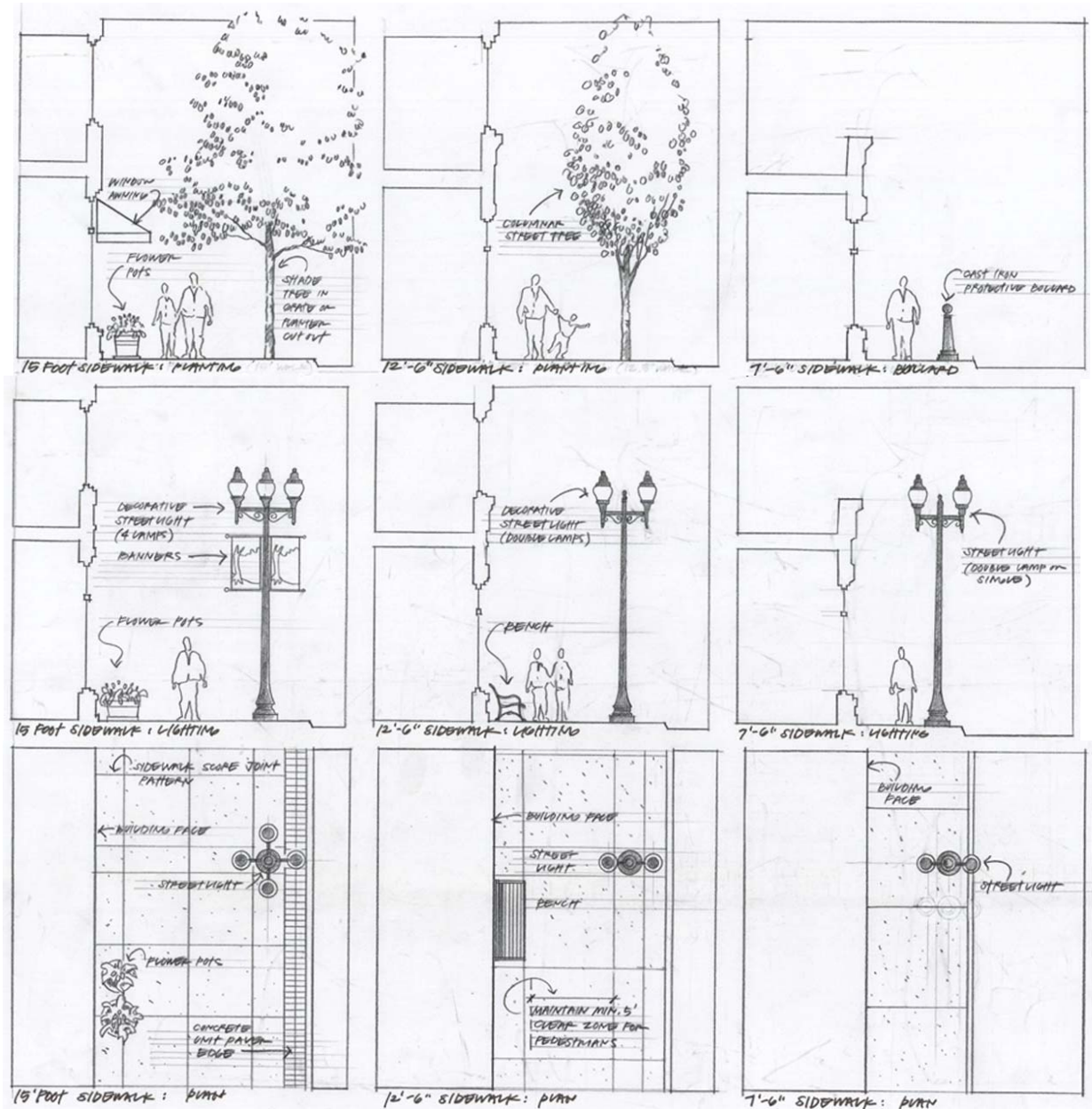


Figure 19  
Character and design of public realm improvements.

will not produce a positive impression, but will prevent the roadway from becoming a source of blight.

- The planning improvements will make vehicular traffic safer.

The downtown planning process provided a framework for exploring design alternatives with the State. Ideally, the City could have obtained road right-of-way to expand sidewalk area along the Highway. This objective proved unattainable. Highway 2 operates in a narrow corridor through Downtown Grand Rapids. All of the right-of-way is needed to provide sufficient drive and turn lanes.

Figure 20 depicts the planned road configuration. This illustration shows the limited space for addressing the needs of both vehicular and pedestrian movement in this corridor.



The pending reconstruction of Highway 2 offers a series of opportunities to improve the Downtown environment.

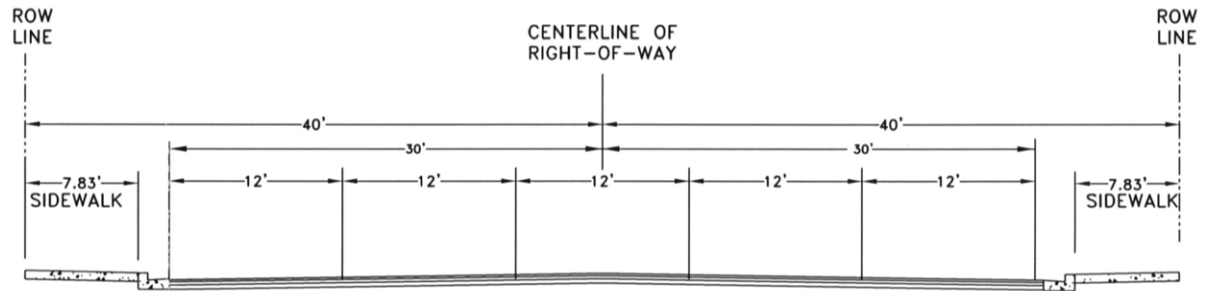


Figure 20  
Profile of Highway 2 for Reconstruction.

Despite the inability to expand sidewalks, the Highway 2 improvements can be a means for other enhancements to Downtown.

Enhanced crosswalks can more clearly identify areas for pedestrian crossing. The current painted designation of crosswalks is neither enduring nor attractive. The use of different construction materials (such as stamped concrete) creates an identifiable and appealing location for pedestrian movement across Highway 2. Key locations for the enhanced crosswalks include 1st Avenue West, Pokegama Avenue and 1st Avenue East.

Better traffic control devices will improve the function of the crosswalks. Crosswalks should include “countdown” indicators that show the time remaining before the light changes. These devices allow pedestrian to better gauge the ability to cross the street. Variable programming of traffic signals will provide opportunities for longer time to cross Highway 2. The existing signal controls operate under a single program designed to favor movement through Downtown on Highway 2. While the preference for

efficient through movement is needed during peak traffic periods, this need does not exist throughout the day. Greater flexibility in signal controls would allow additional crossing time when traffic volumes are lower. This change would also slow traffic moving through Downtown at certain times.



Improved traffic controls will enhance safety for pedestrians and make Downtown a more walkable place.





# Parking

Parking is an essential ingredient of a successful Downtown. Parking must be convenient and available. The supply of spaces must be well distributed throughout Downtown. In Grand Rapids, parking must be free. The parking supply must meet the needs of the customer, the visitor, and the employee.

Parking cannot be treated as a separate and independent element of Downtown. Parking and land use are linked. Parking determines the capacity for land to develop. Surface parking lots influence the pattern and character of development. For these reasons, parking issues have been examined in each of the redevelopment opportunity sites. However, parking issues extend beyond the boundaries of individual sites.

This section of the Plan examines existing parking conditions in Downtown and recommends strategies for future system improvements and operations.

## Current Parking System

The parking system in Downtown Grand Rapids consists of three types of parking: on-street, public off-street and private off-street. An inventory of parking spaces was conducted as part of the planning process. The results of this inventory are summa-

rized in Figure 21. This table distributes the total spaces by type, use limitations and location (north and south of Highway 2). The parking supply is shown graphically Figure 22. Several points of clarification must accompany this summary:

- The inventory includes a new 42-space lot at the Blandin Foundation.
- The total does not account for any lost spaces due to the redevelopment project on 3rd Street North.

	<u>North of 2</u>	<u>South of 2</u>	<u>Total</u>
On-street			
2 hour limit	238	290	528
All day	<u>8</u>	<u>20</u>	<u>28</u>
Subtotal On-street	246	310	556
Off-street - public			
2 hour limit	64	100	164
3 hour limit	0	116	116
4 hour limit	122	0	122
All day	256	0	256
Permit	<u>11</u>	<u>59</u>	<u>70</u>
Subtotal Off-street	453	275	728
Off-street - private	<u>293</u>	<u>359</u>	<u>652</u>
TOTAL	992	944	1,936

Figure 21  
Downtown Parking Supply - 2005

- Only a portion of the spaces in the Courthouse lot are clearly designated as reserved spaces. There are no posted restrictions on the remaining spaces.

The majority of off-street parking is provided and maintained by the City of Grand Rapids. Individual buildings/businesses are not directly responsible for providing parking needed to serve employees and customers. This approach allows the City to manage the supply, location and use of Downtown parking.

The majority of public parking is free. Less than 10% of off-street parking is reserved for permit usage.

There is limited enforcement of use limitations. The current system relies on an honor system to abide by posted time restrictions.

## Parking Study

A parking study was conducted at three on-street segments and three off street parking lots in Downtown Grand Rapids. The on-street segments consisted of

- 1st Avenue W between 2nd Street N and 3rd Street N.
- 1st Avenue W between 4th Street N and 5th

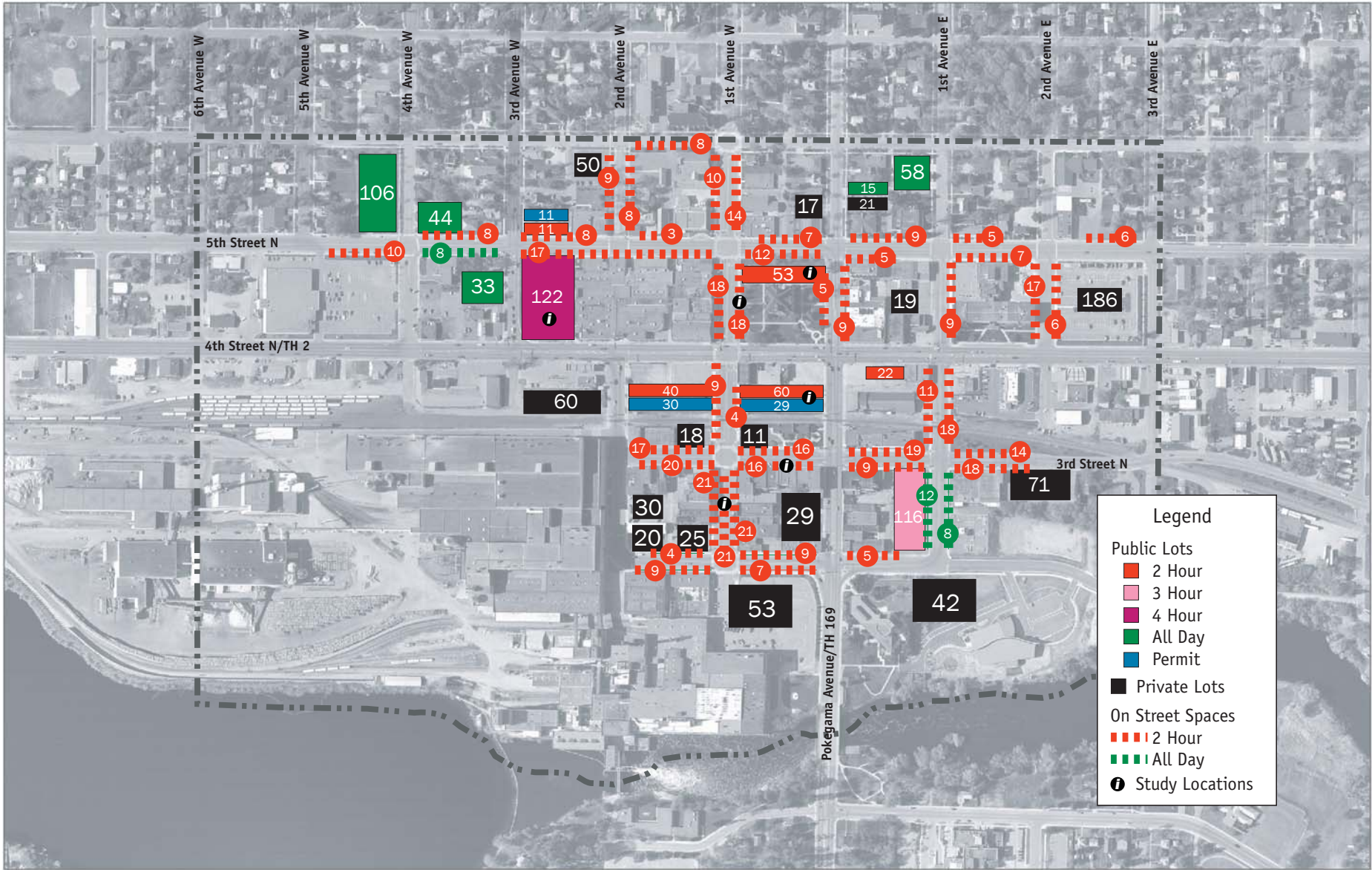


Figure 22  
Downtown Parking System (2005)

Street N.

- 3rd Street W between 1st Avenue W and Pokegama Avenue.

The off-street parking lots consisted of:

- Lot 1: Parking Lot north of 3rd Street N between 1st Avenue W and Pokegama Avenue
- Lot 2: Lot south of 5th Street N between 1st Avenue W and Pokegama Avenue
- Lot 3: Mall Lot east of 3rd Avenue W between 4th Street N and 5th Street N

These locations are noted **i** in the parking supply map on the previous page.

The parking study monitored the utilization and duration of parking in these locations. The complete results of the parking study can be found in Appendix A.

In summary, this study did not find indication of problems related to the supply or use restrictions of parking in these locations. These findings demonstrate that significant changes in the Downtown parking system are not needed. Instead, this plan focuses on enhancing the function of the system and outlines actions to be taken in conjunction with future redevelopment.

### Downtown Parking Plan

Meeting the parking needs of Downtown will be a balancing act. The pressure to provide the “right” parking supply must be balanced against the other objectives for Downtown. Inadequate parking is a barrier to sustaining businesses. Too much park-

ing makes Downtown unattractive as surface lots become the dominant physical feature. The construction and maintenance of parking facilities have financial implications for the City. There are a finite number of spaces that can be created on the street. Off-street parking is land that could also be used for building space. Never looking for a space means either a lack of customers or land that is underutilized (too many spaces). Too many challenges in finding a space becomes a disincentive to coming to Downtown.

The investigations and analysis conducted during the Downtown planning process led to the following plan for providing parking needed to support current and future development.

#### Objectives

Planning for Downtown parking requires a clear set of objectives. These objectives help to explain the proper balance of outcomes for the parking system. The following objectives guide the management of the parking system in Downtown Grand Rapids:

- Downtown must provide an adequate supply of parking to meet the needs of customers, visitors, residents, and employees.
- The supply and type of parking spaces should be distributed across Downtown to meet the differing needs of each location.
- Public parking will be free to the user to promote use of Downtown businesses.
- The City of Grand Rapids will provide and maintain off-street parking in Downtown. This

approach allows the City to manage parking and development throughout Downtown, but just on a parcel-by-parcel basis.

- On-street parking should be used for short-term customer trips.

#### Public Parking System

The current approach for a public parking system should be continued. The approach allows the City to manage parking needs across the entire Downtown, rather than on a parcel-by-parcel basis. A public parking system gives the City more control over creating a desirable development pattern that integrates buildings and parking.

Figure 23 summarizes the initiatives for enhancing the function of the parking system. The following section explains these initiatives in greater detail.

#### Supply

The overall supply of public parking spaces in Downtown appears to be adequate for current needs. The utilization and duration analysis in the parking study supports this conclusion.

Although overall supply of public parking spaces is adequate, the distribution of the supply suggests some deficiencies. Some potential deficiencies on the distribution of the parking supply include:

- Only one off-street lot is available south of the railroad tracks (Block 19). No public off-street parking is available in Block 18.
- There is not clear strategy for employee parking south of the rail road tracks. The only

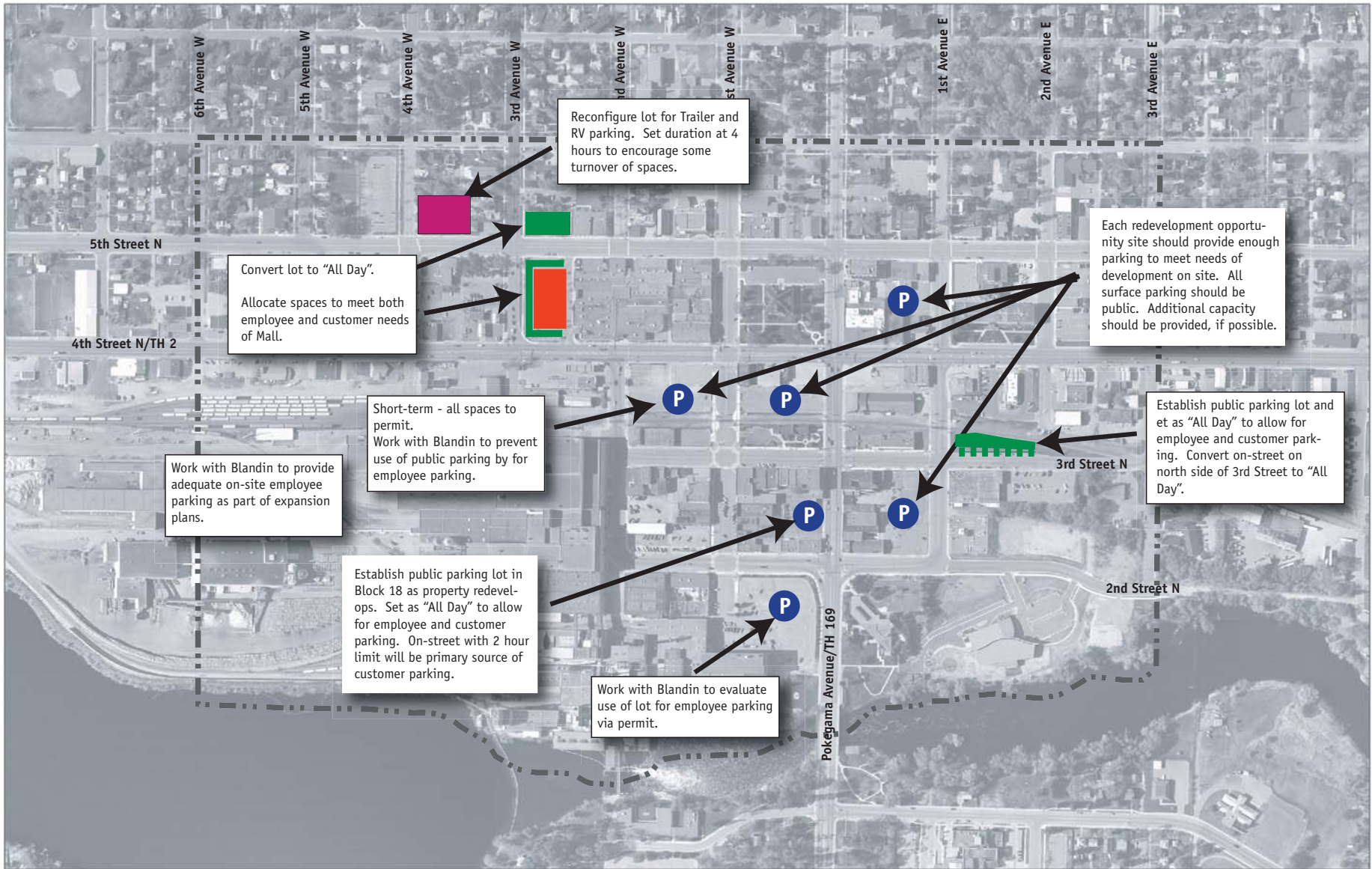


Figure 23  
Proposed Parking System Enhancements



allowed public option for employee parking is 20 on-street spaces located on 1st Avenue East (between 2nd and 3rd Streets) designated for all day parking. All remaining on-street spaces are restricted to 2-hour use.

- All spaces in the Central Square Mall lot are time limited (4 hour maximum). The Mall is no longer a purely retail operation. A mix of retail and service businesses requires parking for both customers and employees.
- Not all parking is reasonably accessible to the core of the Downtown. The two lots at 4th Avenue North and 5th Street North contain 150 spaces. This location provides little meaningful support for Downtown businesses. Most customers will not look for parking at this location. The separation is too great to be convenient for either customer or employee.

**Redevelopment and Parking**

The plan identifies a series of redevelopment opportunity sites. Each of these redevelopment sites is also a key to meeting parking needs of Downtown. The discussion of the redevelopment opportunity sites contains a section on parking strategies. In general, these redevelopment projects should seek to achieve the following:

- Each project should provide on-site parking sufficient to meet needs of customer, employee and resident users of the redevelopment.
- Redevelopment creates the ability to explore the construction of structured parking to expand the overall parking supply.

- Surface parking in redevelopment opportunity sites should be made part of the public parking system.
- City financial participation in these redevelopment projects creates the ability guide the design and use of these spaces.

The potential expansion of the Blandin plant offers another opportunity to address parking needs in Downtown. Two specific initiatives stem from the Blandin expansion project:

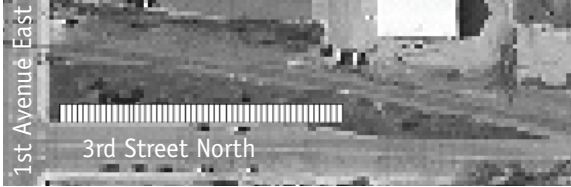
- The City and Blandin should work closely to ensure that all parking needed to support plant operations (employee and visitor) can be provided on site.
- The expansion plans should be reviewed to determine the potential impacts on parking supply in Downtown.

**Other Expansion**



Outside of redevelopment projects, there are limited opportunities to expand the supply of parking in Downtown. All appropriate on-street spaces are currently used. No new streets are proposed.

Several opportunities exist to expand the parking supply:



Add Parking Along 3rd Street North

- The Blandin Foundation and the City plan to expand parking between the Foundation offices and the Library. Although these spaces are intended to support Foundation business, the spaces could be used for public purposes during non-business hours. The parameters of public use should be specified to aid the City in monitoring supply and need.
- The City and Blandin should explore use of the lot at Pokegama Avenue and 2nd Street North for permit parking. The goal would be to shift employee parking from on-street to this lot. The expansion of Blandin facilities could make this a very short-term change.
- Additional parking spaces should be provided using the vacant parcel on 3rd Street North to the east of 1st Avenue West. This parcel is underutilized in its current condition.

All other vacant land is better served by redevelopment rather than conversion to parking.

**Employment Parking**

The parking system needs to provide adequate parking for both customers and workers. In general, the Central Business District Association should promote the establishment and the use of a viable honor system for employee parking. A cooperative approach should prevent the need for the more difficult options for parking permits and use enforcement.

The City and Blandin should work to prevent use of public spaces for Blandin employee parking.



Fence in Block 36 Parking Lot

Blandin has the capacity to accommodate parking needs on-site.

In addition to the other strategies described in this section, several other steps should be taken to meet the needs of employment parking in Downtown.

- All of the parking in Block 36 should be converted to permit parking. Currently, the lot is split between permit and 2-hour parking. Given surrounding land uses, this lot does not provide essential customer parking. A permit approach helps to discourage use by Blandin employees. This portion of the employment parking supply is not permanent. These spaces will be displaced with the redevelopment of Block 36.
- The configuration of the parking spaces and property lines in Block 36 requires review. A fence through the southern edge of the lot removes 30 spaces from use. The alleyway

provides approximately ten unmarked spaces.

- All of the parking lot on the northeast corner of 5th Street North and 3rd Avenue West should be designated as permit parking. Currently, the lot is split between permit and 2-hour parking.
- Allowing permit parking in the Blandin lot at Pokegama and 2nd Street provides needed worker parking in this area of Downtown (see additional discussion in Other Expansion).
- If additional employee parking is needed, one strategy would be to designate edge spaces of the Central Square Mall lot as “all day” use. (All of the Mall spaces are currently limited to 4-hour use.) This approach allows the spaces to be used for either worker or customer parking. This change affects 50 spaces.

The hope of this plan is that providing an adequate supply of employment oriented spaces reduces the incentive for workers to time limited spaces. The parking system does not, however, prevent employees from moving between restricted spaces over the course of the work day.

### RV/Trailer Parking

Part of the customer base for Downtown includes people driving recreational vehicles and towing trailers (campers and boats). The parking system must provide usable spaces for these oversized vehicles. The lack of proper space requires these users to occupy parking areas designed for conventional sized vehicles. This improper use may lead to supply and safety problems.



The City uses temporary signage to designate RV and trailer parking along both sides of 5th Street north of the Mall lot. It is desirable to expand RV-trailer parking in this location to use a coordinated sign system to direct visitors to designated locations.

The lot on the northeast corner of 5th Street and 4th Avenue West provides a good location for a dedicated off-street RV-trailer lot. It is close enough to the core of Downtown to be usable, but the conversion would not adversely effect parking for other customers and employees.

Establishing this RV-trailer lot will require some

reconfiguration. The current entrance and exit design will not support large vehicles. The lot does not allow turning area for entrance and exit on 4th Avenue. The exit to 5th Street is also a difficult



Existing lot at 5th Street North and 4th Avenue West (north end)

movement.

Signage plays a role in the success of meeting the parking needs of RV's and vehicles with trailers. The current sign system only supports vehicles entering Downtown from the south. Directional signs are located on Pokegama Avenue at Highway 2 and 5th Street North. A clear and consistent system of signs should be used to mark the location of off-street public parking lots designated for RV and trailer use. Directional signs should be posted at the gateway

intersections.

**Service District**

The operation and maintenance of the Downtown parking creates financial obligations for the City. The financial constraints facing the City may increase the difficulty in funding parking with general revenues.



RV/trailer parking information sign at Highway 169/2 intersection

A means of supplementing general revenues is with one or more special service districts. In simple terms, a special service district is a taxing district to finance services and improvements in commercial areas. More information about this tool appears in the Implementation section of the plan.





Without clear direction on implementation, the Downtown Redevelopment Master Plan risks remaining little more than a sheaf of papers. This section focuses on the keys to achieving the vision presented in this Framework.

**Keys to Implementation**

The experience of Grand Rapids and of other cities shows that several factors are important ingredients for successful redevelopment:

Patience: The vision for this Plan cannot be implemented overnight. The time frame for implementing this Framework reflects its evolutionary nature; it looks forward over a period of years. Redevelopment often requires the patience to wait for the right things to happen, rather than making changes simply to be seen doing something.

Commitment: Commitment to the Plan and patience go hand-in-hand. This Plan does not simply seek to attract development to Downtown; it also seeks to move Downtown toward a vision for the future. There is a difference. Commitment to the Plan means the willingness to actively promote public and private investments that achieve the vision, and to deter developments that do not meet the objectives of the Plan. Not all of these decisions will be easy.

Public-Private Partnerships: Implementation of this Plan requires a continuation of the public-private partnerships that created the Plan. Both city government and businesses must actively work to achieve the vision for Downtown.

Financial Reality: A large portion of the implementation strategy discusses roles and responsibilities for the City. Implementing the Plan requires the careful investment of public funds, but the private side of the financial equation must not be overlooked. New development and existing businesses will pay for part of the improvements called for in the Plan. Implementing the Plan seeks to balance the investment in Plan initiatives with the creation of a financial environment that sustains businesses.

Strategic Investments: If financial support for the Plan was unlimited, the need for strategic decisions would be less important. With limited funds, though, every expenditure is crucial. It is not possible to undertake immediately all of the initiatives described in this Plan. Needs and opportunities not contemplated in the Plan may arise in the future. Every investment must be evaluated for its impact on achieving the vision for the future of Downtown Grand Rapids.

The Framework Plan provides a guide for private and public investments to revitalize Downtown in a manner consistent with this Plan. The following strategies will assist the City in implementing the Plan and realizing the vision for Downtown.

**Roles and Responsibilities**

There is a temptation to give responsibility for implementation of the Downtown Master Plan to the City of Grand Rapids. Many of the powers and resources needed to undertake the actions described in this Plan are held by the City. The success of Downtown Grand Rapids cannot be made the sole responsibility of city government. Achieving the vision for Downtown requires on-going collaboration of both public and private stakeholders. This section describes the roles and responsibilities of key parties.

**Business and Property Owners**

While the City influences the physical setting, Downtown remains a place of *private* activity. Individual businesses determine the type of goods and services available in Downtown. Individual businesses make decisions about how they operate. Property owners decide how to maintain and improve their buildings. Each of these factors plays a role in the long-term success of Downtown.



**CBDA**

The Central Business District Association (CBDA) was a partner in the preparation of this Plan. This involvement should continue into the implementation of the Plan.

Downtown is a collection of independent businesses. This independence adds to the character and quality of the Downtown environment. This same independence may also be a barrier to beneficial collective actions. The CBDA provides a means of organizing and engaging Downtown businesses. Roles for the CBDA include:

- Provide a forum for discussion, consensus and action on issues of importance to the Downtown.
- Advocate for City actions needed to undertake redevelopment projects and public improvements.
- Provide business-oriented input to public decision making.
- Collaborate with the City to attract businesses to Downtown.

The CBDA could serve as the “advisory board” for a special service district in Downtown. A special service district is a tool for financing improvements and enhanced services in Downtown (additional discussion follows). In this role, the CBDA would advise the City Council on how to use monies collected from the special service district. The district could provide an on-going source of funding for the CBDA.

**GREDA**

The Grand Rapids Economic Development Authority (GREDA) authorized the process that created the Downtown Redevelopment Master Plan. The GREDA is in the best position to lead public efforts to implement the Plan.

The GREDA has been established to address the economic development and redevelopment needs of Grand Rapids. Many of the statutory powers required of implementation come to the GREDA through the housing and redevelopment powers of Minnesota Statutes, Section 469.001 through 469.047 (the “HRA Act”). The GREDA should use these powers to undertake the following actions:

- Acquire real property for the purpose of removing, preventing, or reducing blight, blighting factors, or the causes of blight;
- Clear any acquired areas;
- Install, construct or reconstruct streets, utilities, and site improvements essential to the preparation of sites for uses in accordance with the plan;
- Sell or lease land so acquired for uses in accordance with the plan;
- Prepare technical and financial plans and other arrangements for buildings, structures, and improvements and all other work in connection with the plan;
- Operate and maintain public parking facilities.

The Plan also anticipates that the GREDA will be the authority used to establish and administer tax increment financing districts in Downtown.

**City Council**

The City Council must be committed to implementing this Plan. While the GREDA leads the implementation process, important redevelopment powers reside solely with the City Council. Among the powers that may be needed to undertake redevelopment powers in the Downtown are:

- Approve the establishment of TIF districts.
- Approve the establishment of special services districts and the levy of service charges on properties in the district.
- Levy of special assessments for public improvements.
- Issue of general obligation bonds to finance redevelopment and improvement projects.
- Condemn property for redevelopment.

Ensuring that the City Council is prepared to use these powers requires a close working relationship between the Council and GREDA. The City Council must be engaged in the redevelopment process and prepared to take action as needed.

Actions by the City Council can enhance the Downtown in other ways. Some examples include:

- Community events to make Downtown a focal point.
- Keep civic institutions concentrated in Downtown

- Avoid subsidizing projects that include businesses that should be located in Downtown.
- Provide staff capacity and resources needed to plan and undertake projects in Downtown.

**Public Utilities Commission**

The Grand Rapids Public Utilities Commission operates the electric system. The Plan calls on the Utilities to bury power lines in Downtown in conjunction with redevelopment projects. GREDA will work with the Utilities Commission to coordinate the technical and financial planning required of these improvements.

**IDC/Jobs 2020**

Itasca Development Corporation/Jobs 2020 (IDC/ Jobs 2020) is the non-profit economic development organization serving the Itasca area, including the City of Grand Rapids. They have provided input into this Plan. IDC/Jobs 2020 focuses on helping local businesses succeed and is uniquely positioned to understand business needs. For those reasons IDC/Jobs 2020 should participate in implementation of this plan in the following ways:

- Facilitate expansion of existing businesses downtown;
- Attract new business to the downtown;
- Assist in securing project financing;
- Acquiring real property for development by other entities;
- Improving the business climate downtown;
- Promote availability of the Grand Rapids Business Improvement Loan Program;

- Collaborate on innovate ways to advance implementation of the Plan.

**Blandin Foundation**

It is likely that the Blandin Foundation will be called on to be a financial partner in implementing the Plan. The Plan describes the need for this financial support. These projects provide opportunities to explore ways for the Blandin Foundation to facilitate community redevelopment in other places.

**Using the HRA Act**

Many redevelopment powers come to the City through the HRA Act (Minnesota Statutes Sections 469.001 through 469.047). State Law authorizes the GREDA to use their powers. This section of the plan lays the foundation for accessing the necessary statutory authority.

**Findings**

To exercise these powers, the HRA Act requires that the City Council make certain findings (by resolution) about the downtown area. The statutory findings focus on two development characteristics: (1) the presence of “substandard, slum, or blighted areas” or (2) a shortage of “decent, safe, and sanitary dwelling accommodations available to persons of low income and their families.” While housing needs form part of this plan, the physical condition of buildings and infrastructure are the primary catalyst for public actions.

The process of preparing this Plan involved the review and assessment of the existing condition of structures and infrastructure in the downtown

area. Through these efforts the City has laid the foundation for using the powers granted by the HRA Act.

The assessment of the downtown undertaken through the planning process identifies a variety of factors that show the need for redevelopment and the public actions offered in this Plan. Among the factors present in the downtown area are:

- Buildings and improvements that are physically or economically obsolete.
- Parcels with faulty arrangement and design and obsolete layout.
- Parcels with excessive land coverage.
- Parcels with deficient soil conditions.

The combination of these and other factors impair the ability of the private sector to correct these factors without the implementation of this plan. The failure to address this situation would not serve the best interests or general welfare of the community. Further, the results of the planning process should provide the basis for findings needed to support city actions under the HRA Act.

**Redevelopment Plan**

It would be appropriate to designate the Downtown Redevelopment Master Plan as a “redevelopment plan” for the purposes of the HRA Act. In designating this redevelopment plan, the City Council will make the following findings:

1. Land in the project area would not be made available for redevelopment without the finan-

cial aid to be sought. This Plan identifies the financial barriers to redevelopment in Downtown Grand Rapids. The need for financial assistance from the City (and other public bodies) will be determined as part of each project. This finding will be verified throughout the implementation of the Plan.

- 2. This redevelopment plan will afford maximum opportunity for the redevelopment of the Downtown by private enterprise. A fundamental objective of this Plan is to maximize the opportunities for private investment in Downtown. Public actions and investments are taken to remove barriers and to provide catalysts for private development.
- 3. This redevelopment plan is consistent with the needs of Grand Rapids as a whole. To ensure this consistency, the City’s Comprehensive Plan will be amended to support the Downtown Redevelopment Master Plan.

**Redevelopment Project Area**

The Downtown planning area, as shown in the Introduction section, is designated as the “project area” for undertaking redevelopment projects pursuant to this Plan. This area should also serve as the project area for the purposes of tax increment financing. This designation allows any excess tax increments to be spent in the Downtown, subject to the authorizations and limitations of each tax increment financing plan.

**Downtown Investment Plan**

The Downtown Redevelopment Master Plan identifies a variety of public investments to facilitate and support redevelopment in Downtown. A “downtown investment plan” follows the concept of a capital improvements plan. It provides a comprehensive means of linking expenditures and funding. With limited financial resources, this approach enhances the ability of the City to make the most effective use of available funding. It also provides a means of identifying investments that are not initially linked to a source of funding. A proactive approach creates time to explore alternative funding strategies.

Potential public investments that should be considered in the preparation of a Downtown investment plan include:

- Facilitation of Redevelopment Opportunity sites
- Streetscape and pedestrian improvements connected with Highway 2 reconstruction.
- Completion of streetscape on streets not part of opportunity sites or adjacent to Highway 2.
- Gateway improvements
- Pedestrian and bicycle improvements in corridors in and leading to Downtown.
- Pedestrian improvements.
- Revitalization incentives.

Not every investment in this list will be made by the City of Grand Rapids using public funds. The objective is to identify public actions that will require funding and can compete successfully for available resources.

**Land Use Controls**

The City manages land use with several different tools. The primary tools are the City’s Comprehensive Plan and the adopted Zoning Ordinance. Existing land use controls should be reviewed and revised as necessary to ensure consistency with this Plan. This step allows development to occur that fits the Plan. These modifications will also prevent land uses that do not conform with the Downtown Master Plan.

**Comprehensive Plan**

The Plan for the revitalization of Downtown should be made part of the Comprehensive Plan either by incorporation into the document or by reference. The City’s Comprehensive Plan sets the framework for development within the entire community. Based upon the Comprehensive Plan, other land use controls such as the zoning ordinance are created. These zoning regulations, for example, must be consistent with the Comprehensive Plan and in that way the City ensures that development conforms to the community’s goals. The currently adopted Comprehensive Plan does acknowledge redevelopment of Downtown and does recognize that a mix of land uses, including residential, would be acceptable.

**Zoning**

The City’s zoning ordinance is being updated. No large scale changes are anticipated to fit the Master Plan.

**Design Guidelines**

The City created design standards for Blocks 18, 19, 20 and 21 as part of the riverfront planning process. The application of these standards should be extended into the remainder of Downtown.

Design standards/guidelines are tools to improve the quality and character of buildings, although they may also impact the physical massing of individual structures. It is intended that the design guidelines provide assistance to developers and property owners to help in understanding what the City is looking for in Downtown. Design guidelines address many aspects of development, including structure size and appearance, building materials, signage, site configuration, lighting, and landscaping. These regulations can be implemented by adopting them by ordinance or can be a prerequisite to receiving public financing for redevelopment projects.

**Attracting Investment**

The Downtown Redevelopment Master Plan will be implemented by attracting private investment to Downtown. This investment will come from existing property owners and from new development partners for the City.

**Solicitation of Proposals**

The planning process has raised awareness about the potential for revitalization in Downtown Grand Rapids. For purposes of this Plan, redevelopment means demolition of existing structures and construction of a new building or buildings consistent with the Downtown framework. A potential de-

velopment partner may be apparent at the time of implementation. If not, the City may use a request for proposal (RFP) process to obtain a private development partner for a redevelopment project. The RFP allows the City to explain its objectives and to find the developer best suited to bring the segments of the design framework to fruition in this area. The steps in the RFP process include:

- Prepare and distribute RFP
- Select preferred development partner
- Negotiate preliminary development agreement.
- Approve final development agreement by GREDA.
- Planning review and approval process.

Specific steps for seeking development proposals are discussed later in this section.

**Revitalization**

Revitalization is an important outcome of this Plan. In the Plan, revitalization is used where existing structures will remain and will be upgraded. The City hopes to create an environment that encourages property owners to invest in the betterment of existing buildings and sites, perhaps through financial incentives. Tools to create that environment include:

- Grants for initial architectural and design work.
- Low interest loans to finance improvements.
- Use of public funds in matching grant program for qualifying improvements.

- Technical assistance for property owners wishing to explore revitalization projects.

The City and the EDA should take steps to establish a specific revitalization assistance program following adoption of this Plan. Without a commitment to this program, revitalization of existing structures may be set aside as resources are applied to other, larger redevelopment initiatives.

**Land Acquisition**

Opportunities may arise to acquire land not related to a current development proposal. It is advantageous to have the ability to purchase land at key locations when offered for sale by property owners. This approach offers several benefits:

- A “willing seller” purchase often reduces the long-term land expense and the public cost of redevelopment.
- The assembly of land enhances the potential for redevelopment. Land costs are certain and the delays to assemble a site are reduced.
- Control of land minimizes the need for condemnation.

The challenge of acquiring and banking land in advance of redevelopment is funding. The City will be looking into funding alternatives for land acquisition as well as specific redevelopment projects.

### Public Financial Assistance

Revitalization or redevelopment of Downtown will not occur without the financial assistance of the City of Grand Rapids. The need for public financial assistance comes from several factors:

- Redevelopment projects often prove not to be financially feasible without public assistance. This is because projected revenues available from the new development do not cover the costs of redevelopment. This “gap” between revenues and expenditures stems from a variety of causes. The main reason is that land costs are higher. The price of a redevelopment site includes land and structures. Further, redevelopment includes costs for demolition and clearance of existing structures. There are also expenses (direct or indirect) for the relocation of existing businesses. Often these additional costs cannot be passed on through higher lease rates or sale prices.
- The Plan seeks a higher level of design and building materials in Downtown. The framework anticipates that the City’s Downtown will create a showcase area for the community and therefore higher quality design and materials are anticipated. City financial participation in redevelopment provides a means of achieving this goal.
- Revitalization, rather than full-scale redevelopment, is also costly and limited by some of the same factors as the redevelopment process. The current economic environment of Downtown

may not generate enough additional income for the property owner to invest in enhanced building facades or signage. Public financing may be needed to support a portion of the cost of improvements.

### Tax Increment Financing

Tax increment financing (TIF) is the primary development finance tool available to Minnesota cities (Minnesota Statutes, Sections 469.174 through 469.179). TIF is simple in concept, but complex in its application. Through tax increment financing, the property taxes created by new development (or redevelopment) are captured and used to finance activities needed to encourage the development. The challenge in using TIF lies with the complex and ever-changing statutory limitations. These complexities make it impractical to provide a thorough explanation of tax increment financing as part of this plan. Instead, this section highlights the use of TIF as it relates to the implementation of the plan.

#### Uses

Tax increment financing can be used to finance all of the important implementation actions facing the city: land acquisition, site preparation, parking, and public improvements.

In addition, TIF creates a means to borrow money needed to pay for redevelopment costs.

#### Type of TIF Districts

The implementation of the plan may require the creation of one or more new TIF districts. The following overview highlights some of the consid-

erations in creating a TIF district. This information is intended solely as a basic framework for finding applications within downtown. All specific uses will require a thorough analysis of all statutory factors.

The ability to meet the statutory criteria for establishing a district is a key to the use of TIF. Three types of TIF districts have application to the plan.

- Redevelopment: A redevelopment TIF district has two basic criteria: (1) parcels consisting of 70% of the area of the district are occupied by buildings, streets, utilities, or other improvements; to be occupied, not less than 15% of the parcel’s area must be covered by the improvements; and (2), more than 50% of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance (as defined by statute). A redevelopment district may consist of non-contiguous areas, but each area and the entire area must meet these criteria;
- Renewal and renovation: A renewal and renovation district requires similar, but reduced criteria. The following three factors must exist: (1) the same 70% occupied test applies; (2) the minimum amount of structurally substandard buildings drops to 20%; (3) 30% of the other buildings require substantial renovation or clearance to remove existing conditions (such as inadequate street layout; incompatible uses or land use relationships; overcrowding of buildings on the land; excessive dwelling unit density; obsolete buildings not suitable for im-

provement or conversion; or other identified hazards to the health, safety, and general well being of the community);

- **Housing:** A housing TIF district is intended to contain a project, or a portion of a project, intended for occupancy, in part, by persons or families of low and moderate income. A district does not qualify as a housing district if the fair market value of the improvements, which are constructed in the district for commercial uses or for uses other than low and moderate income housing, consists of more than 20% of the total fair market value of the planned improvements in the development plan or agreement. Several variations of housing districts may also apply different rent and income restrictions and apply to owner-occupied and rental housing.

**Limitations**

The use of TIF as a financing tool also poses limitations:

- **Use of Tax Increments.** The use of tax increment revenues is controlled by both State Law and by local plan. State Law sets forth specific limitations based on the type of TIF district. These limitations generally tie back to the original criteria used for establishing the district. For example, at least 90% of the revenues derived from tax increments from a redevelopment district or renewal and renovation district must be used to finance the cost of correcting conditions that allowed for the designation of the district. The use of tax increments must

also be authorized by a tax increment financing plan adopted by the city;

- **Pooling.** The term pooling refers to the ability to spend money outside of the boundaries of the TIF district. For redevelopment districts, not more than 25% of revenues can be spent on activities outside of the TIF district. The limit is 20% for all other districts. Monies spent on administrative expense count against this limit. This limit reduces the ability of TIF to pay for area-wide improvements and to use excess revenues to support other development sites;
- **Timing Constraints.** Timing factors must be considered in creating a TIF district. Establishing a district too far in advance of actual development may limit future use. Within 3 years from the date of certification, the city must undertake activity within the district. The statutory criteria of activity includes issuance of bonds in aid of a project, acquisition of property or the construction of public improvements. Without qualifying activity, no tax increment can be collected from the district. Within 4 years from the date of certification, the city or property owners must take qualifying actions to improve parcels within the district. All parcels not meeting these statutory criteria must be removed (knocked down) from the district. Upon future improvement, any parcel so removed may be returned to the district. After 5 years from the date of certification, the use of tax increment is subject to new restrictions. Generally, tax increment can only be used to

satisfy existing debt and contractual obligations. The geographic area of the TIF district can be reduced, but not enlarged, after 5 years from the date of certification.

**Tax Abatement**

Tax abatement acts like a simpler and less powerful version of tax increment financing. With TIF, the city controls the entire property tax revenue from new development. Under the abatement statute (Minnesota Statutes, Sections 469.1812 through 469.1815), the city, county and school district have independent authority to grant an abatement. Acting alone, the city cannot use tax abatement to generate the same amount of revenue as TIF. Nonetheless, tax abatement provides a valuable tool for the downtown initiatives. Certain projects may be of sufficient importance to encourage county and/or school district abatement and achieve additional funding capacity.

**Uses**

Abatement in Minnesota works more like a rebate than an abatement. The city (and other units abating taxes) adds a tax levy equal to the amount of taxes to be abated. The revenue from the abatement levy can be returned to the property owner or retained and used to finance development activities. Tax abatement can be use to finance the key redevelopment actions in the downtown; such as land acquisition, site preparation and public improvements.

Tax abatement is perhaps best suited as an incentive for reinvestment in existing property. While TIF

deals with only the value from new development, abatement can apply to both new and existing value. This power provides the means to encourage building rehabilitation and storefront improvements. The City could agree to abate all or part of the municipal share of taxes to encourage reinvestment tied to the plan.

The statute grants the authority to issue general obligation bonds supported by the collection of abated taxes. The proceeds of the bonds may be used to pay for (1) public improvements that benefit the property, (2) land acquisition, (3) reimbursement to the property owner for improvements to the property, and (4) the costs of issuing the bonds.

**Limitations**

State law places several important limitations on the use of tax abatement:

- In any year, the total taxes abated by a political subdivision may not exceed the greater of 5% of the current levy or \$100,000;
- If one political subdivision declines to abate, then the abatement levy can be made for a maximum of 15 years. If the city, county and school district all abate, then the maximum period drops to 10 years;
- Taxes cannot be abated for property located within a tax increment financing district.

**Special Assessments**

Public improvements are often financed using the power to levy special assessments (Minnesota Statutes Chapter 429). A special assessment is a means

for benefiting properties to pay for all or part of the costs associated with improvements, and to spread the impact over a period of years. From a city perspective, this authority provides an important means of raising capital.

**Uses**

Special assessments can be used to finance all of the public improvements needed to implement the Plan. Eligible improvements include streets, sidewalks, street lighting, streetscape, and parking.

Special assessments provide a means to borrow money to finance public improvements. Chapter 429 conveys the power to issue general obligation improvement bonds to finance the design and construction of public improvements. Important factors in the use of improvement bonds include:

- A minimum of 20% of the cost of the improvement must be assessed against benefited properties;
- Beyond the 20% threshold, any other legally available source of municipal revenue may be used to pay debt service on improvement bonds;
- Improvements bonds are not subject to any statutory debt limit;
- Improvement bonds may be issued without voter approval.

**Limitations**

Careful consideration must be given to setting the amount of the assessment. From a legal perspective, the amount of an assessment cannot exceed the benefit to property as measured by increased market

value. There are also practical considerations. Benefiting property owners should pay for a fair share of improvement costs without creating an economic disincentive to operating a business in downtown. Within this limitation, several factors will shape the amount of the assessment.

- The amount of the assessment must be 20% or more of the improvement cost to allow the issuance of bonds;
- Local improvement policies and/or decisions made on previous projects often create parameters for assessments. Likewise, assessment decisions should be made with consideration of the potential implications for future similar projects;
- The assessment must strike a balance between equity and feasibility. Properties that benefit from improvements should pay a fair share of the costs. The assessment must be affordable for both the property owner and the city. Reducing the assessment to the property requires the city to allocate other revenues to the project.

**Special Service District**

A special service district is a tool for financing the construction and maintenance of public improvements within a defined area. Minnesota Statutes Sections 428A.01 through 428A.10 govern the creation and use of special service districts. This legislation is currently scheduled to expire in 2009. A special service district provides a means to levy taxes (service charges) and fund improvements to and services for a commercial area.

Uses

A special service district has several applications for Downtown Grand Rapids.

- The district can provide an alternative to special assessments as a means of financing some of the public improvements in Downtown. The service district approach avoids the benefits test imposed by special assessments. The test for the service district is that the amount of service charges imposed must be reasonably related to the special services provided. The costs of shared parking or streetscape improvements, for example, may be better spread across a district than through assessments to individual properties.
- A special service district can provide for maintenance of public improvements. Some of the improvements described in the Plan require a level of maintenance above the typical public improvement. Items such as banners and planted materials must be maintained and replaced at a faster rate than that expected for streets or utilities. A higher standard of cleaning and snow removal may be expected in Downtown. Without a special service district, these costs are typically borne through the General Fund of the City.
- A special service district provides a means of providing and operating the Downtown parking system.

Use of special service districts should be considered during the negotiation of a development agreement.

If the City is going to use a special service district, the City should seek agreement to a petition and waiver of veto and other objections related to the use of a special service district. The development agreement must address both the establishment of the service district and the levy of a service charge.

Limitations

The use of a special service district is subject to some important constraints:

- The process to create a district and to levy taxes must be initiated by petition of property owners and is subject to owner veto. The use of a special service district requires a collaboration of property owners and the city. There are two separate steps in the process: (1) adoption of an ordinance establishing the service district and (2) adoption of a resolution imposing the service charges. Neither step can be initiated by the City; the City must receive a petition to undertake the processes to create the special service district and to impose service charges. At a minimum, the petition must be signed by owners representing 25% of the area that would be included in the district and 25% of the tax capacity subject to the service charge.
- The actions of the City Council to adopt the ordinance and the resolution are subject to veto of the property owners. To veto the ordinance or the resolution, objections must be filed with the City Clerk within 45 days of initial City Council action to approve. The objections must

exceed 35% of area, tax capacity, or individual/business organizations in the proposed district. The specific veto requirements depend on the nature of the service charge.

- The service charge applies solely to non-residential property. State law limits the application of a service charge only to property that is classified for property taxation and used for commercial, industrial, or public utility purposes, or is vacant land zoned or designated on a land use plan for commercial or industrial use. Other types of property may be part of the service district, but may not be subject to the service charge. A housing improvement area could be employed for owned housing elements of a redevelopment project.



# Appendix A - Parking Study

## Parking Study Area

A parking study was conducted at three on-street segments and three off street parking lots in Downtown Grand Rapids, Minnesota. The on-street segments consisted of

- 1st Avenue W between 2nd Street N and 3rd Street N.
- 1st Avenue W between 4th Street N and 5th Street N.
- 3rd Street W between 1st Avenue W and Pokegama Avenue.

The off-street parking lots consisted of:

- Lot 1: Parking Lot north of 3rd Street N between 1st Avenue W and Pokegama Avenue
- Lot 2: Lot south of 5th Street N between 1st Avenue W and Pokegama Avenue
- Lot 3: Mall Lot east of 3rd Avenue W between 4th Street N and 5th Street N

## Occupancy and Utilization Rates

Parking space usage data was collected for all the on-street and off-street spaces within the study area. The data was collected from 9:00 AM – 5:00 PM with a 60-minute frequency on a Tuesday (March) and Saturday (September). This data was used in the analysis to identify areas of high parking de-

mand. Occupancy and utilization rates were also determined for various on-street segments and off-street lots.

Parking utilization and occupancy rates were determined from the analysis for various facilities in the study area. Figure 1 illustrates this parking utilization data. The data shown in the table is the maximum occupancy that occurred during any 60-minute interval of the entire study period. Note that this maximum occupancy occurs in different 60-minute time intervals during the entire study period for various locations/lots.

### Weekday Parking Characteristics On-Street Parking

The segment of 1st Avenue W between 2nd Street N and 3rd Street N reached 100% occupancy at noon with all of the 63 spaces being completely occupied. This could be attributed to the fact that many restaurant and bakery establishments exist on 1st Avenue W. However, it was also observed

that during this period empty on-street parking spaces were available on the adjacent 2nd Street N. Observed spillover parking from this segment on 1st Avenue W to 2nd Street N was minimal, and vehicles were seen waiting on 1st Avenue W for availability of parking spaces.

The segment of 1st Avenue W between 4th Street N and 5th Street N contained 36 spaces and had a maximum observed occupancy of 75% at 1:00 PM. 27 spaces out of the 36 spaces were occupied during this time period. The minimum occupancy observed during the study period was about 50% with 18 spaces being occupied at 9:00 AM.

Parking data on 3rd Street W between 1st Avenue W and Pokegama Avenue was collected between 11:00 AM and 2:00 PM. This portion of 3rd Street W has 32 spaces with a maximum occupancy of 65% at 1:00 PM and a minimum occupancy of 45% at 2:00 PM during the study period. In other words, maximum parking occupancy observed in

On-Street					Off-Street			
Street	Between	Total Spaces	Weekday	Weekend	Lot	Total Spaces	Weekday	Weekend
1st Avenue W	(2nd St N - 3rd St N)	63	63	37	Lot 1	89	33	34
1st Avenue W	(4th St N - 5th St N)	36	27	33	Lot 2	53	26	32
3rd Street N	(1st Ave W - Pokegama)	32	20	15	Lot 3	122	66	76

Figure 1  
Parking Utilization (Observed Maximum)

this segment during the study period was about 21 spaces and minimum parking occupancy observed was about 14 spaces.

Figure 2 shows the on-street parking occupancy for the three segments studied.

**Off-Street Parking**

Off street lot 1 is located north of 3rd Street N between 1st Avenue W and Pokegama Avenue and contained about 89 parking spaces. It was observed that this lot had a maximum occupancy of 38% of the spaces around 10:00 AM indicating that about 33 spaces were occupied during this time period. The minimum observed occupancy in this lot was around 15% (or about 13 spaces) occurring at 2:00 PM during the study period.

Lot 2 was located south of 5th Street N between 1st Avenue W and Pokegama Avenue and contained about 53 spaces. The maximum observed occupancy of this lot was about 49% (or about 26 spaces) occurring at 10:00 AM. Minimum observed occupancy was 6 spaces (or 11%) which occurred at 5:00 PM during the study period.

Lot 3 was the mall lot located east of 3rd Avenue W between 4th Street N and 5th Street N. It had a total of 122 spaces with a maximum observed occupancy of 55% (or about 66 spaces) during 1:00 PM on the study day. The minimum occupancy observed was about 15% or about 18 spaces at 9:00 AM on the study day.

Figures 2 and 3 indicate the observed occupancy

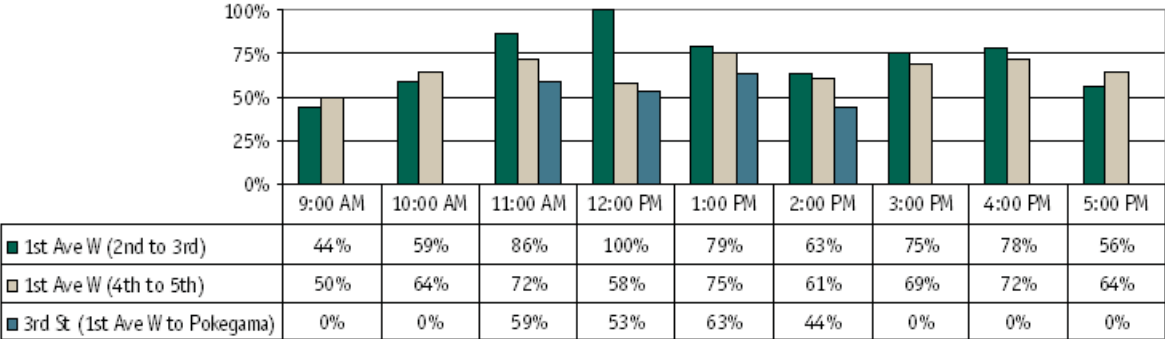


Figure 2  
Weekday Parking Occupancy - On Street

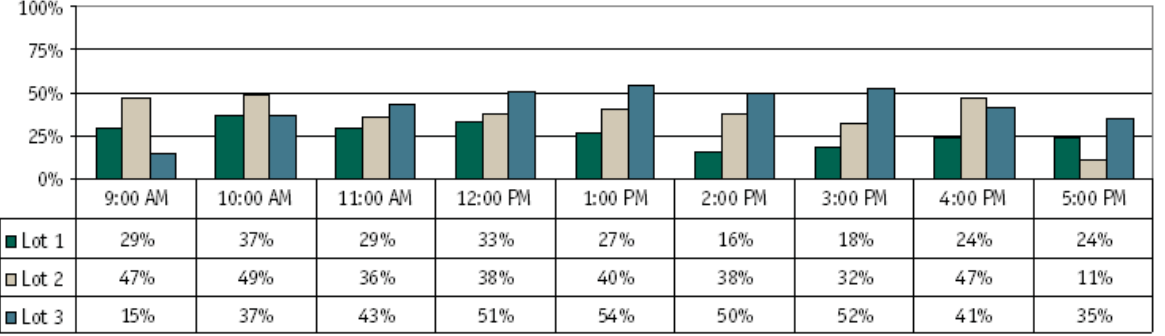


Figure 3  
Weekday Parking Occupancy - Off Street

data for the on-street and off-street parking facilities during the weekday (Tuesday) study period respectively.

**Weekend Parking Characteristics**

A similar effort to derive weekend parking occupancy and duration was undertaken on a Saturday between the hours of 9:00 AM and 5:00 PM within Downtown Grand Rapids. Conducted with a 60

minute interval, the on-street and off-street parking spaces were observed to note the parking turnover characteristics.

**On-Street Parking**

The segment of 1st Avenue W between 2nd Street N and 3rd Street N reached 59% occupancy at 1:00 PM with 37 of the 63 spaces being occupied. As noted during the weekday analysis, this highest

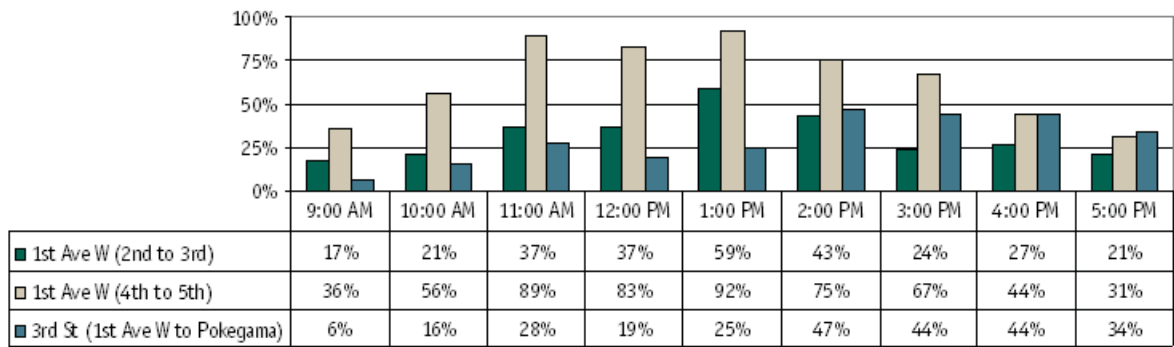


Figure 4  
Weekend Parking Occupancy - On Street

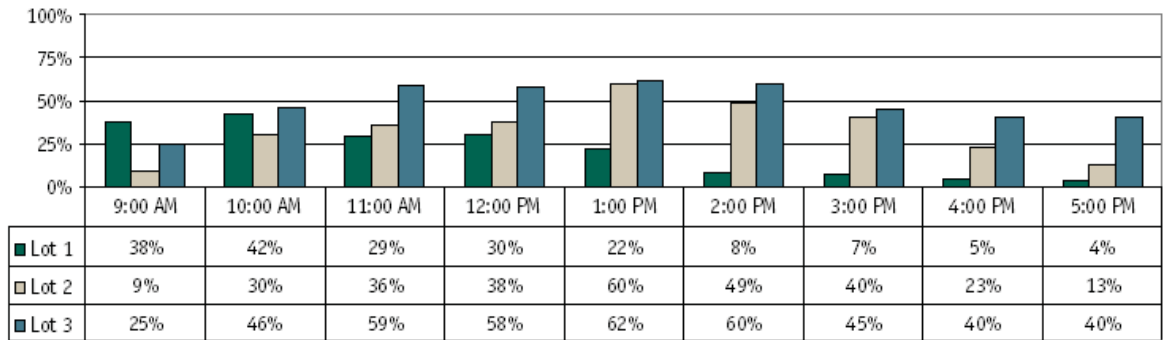


Figure 5  
Weekend Parking Occupancy - Off Street

occupancy percentage for this particular segment could be attributed to the fact that patrons are attracted to the restaurant and bakery establishments on 1st Avenue W for lunchtime dining.

The segment of 1st Avenue W between 4th Street N and 5th Street N had a maximum observed occupancy of about 92% at 1:00 PM. 33 spaces out of the 36 spaces were occupied during this time pe-

riod. It is important to note that the mid-day period from 11:00 AM until 1:00 PM had hourly occupancy above 80%. The minimum occupancy observed during the weekend study period was about 30% with 18 spaces being occupied at 5:00 PM. Many merchants close at 5:00 PM on the weekend thus being reflected in the lower number of parked vehicles along this segment of 1st Avenue.

The numbers of parked vehicles on 3rd Street W between 1st Avenue W and Pokegama Avenue was collected between 9:00 AM and 5:00 PM. This portion of 3rd Street W has 32 spaces with a maximum occupancy of 47% at 2:00 PM and a minimum occupancy of 6% at 9:00 AM during the study period. The maximum parking occupancy observed in this segment during the study period was about 15 spaces and minimum parking occupancy observed was 2 spaces. Many of the merchants along this segment do not open until 10:00 AM which accounts for the very low use at 9:00 AM. Figure 4 shows the percentage occupancy by hour for the on-street segments of parking studied.

**Off-Street Parking**

Off street parking lot 1 is located north of 3rd Street N between 1st Avenue W and Pokegama Avenue and contained about 89 parking spaces. It was observed that this lot had a maximum occupancy of 42% of the spaces around 10:00 AM indicating that about 37 spaces were occupied during this time period. The minimum observed occupancy in this lot was around 4% (or about 4 spaces) occurring at both 4:00 PM and 5:00 PM during the study period. It was observed that many parking in Lot 1 were patrons of the Silver Spoon restaurant, which accounts for the increased level of activity in the morning hours.

Lot 2 is located south of 5th Street N between 1st Avenue W and Pokegama Avenue and contained about 53 spaces. The maximum observed occupancy of this lot was about 60% (or about 32 spaces) oc-

curing at 1:00 PM. Minimum observed occupancy was 5 spaces (or 9%) which occurred at 9:00 AM during the study period. This lot primarily serves the Central School and the many boutiques housed within the restored building. The peak occupancy is reflective of the overall increase in activity in the Downtown area in the period around the noon hour. The morning low occupancy is attributable to the pre-opening of the shops in the Central School.

Lot 3 is the mall lot located east of 3rd Avenue W between 4th Street N and 5th Street N. It had a total of 122 spaces with a maximum observed occupancy of 62% (or about 76 spaces) during 1:00 PM on the weekend study day. The minimum occupancy observed was about 25% or about 31 spaces at 9:00 AM for the Saturday study parking. Figure 5 provides the hourly occupancy rates for the off-street parking lots studied.

Figures 4 and 5 indicate the observed occupancy data for the on-street and off-street parking facilities during the weekend (Saturday) study period respectively.

**Duration of Parking Weekday**

Data collected within the study area was also used to estimate the duration of parking in various off street lots and on street segments.

Generally, it was observed that most of the on-street parking in the study segments was short term parking. A majority of the vehicles were parked for two hours or less along the various street segments as

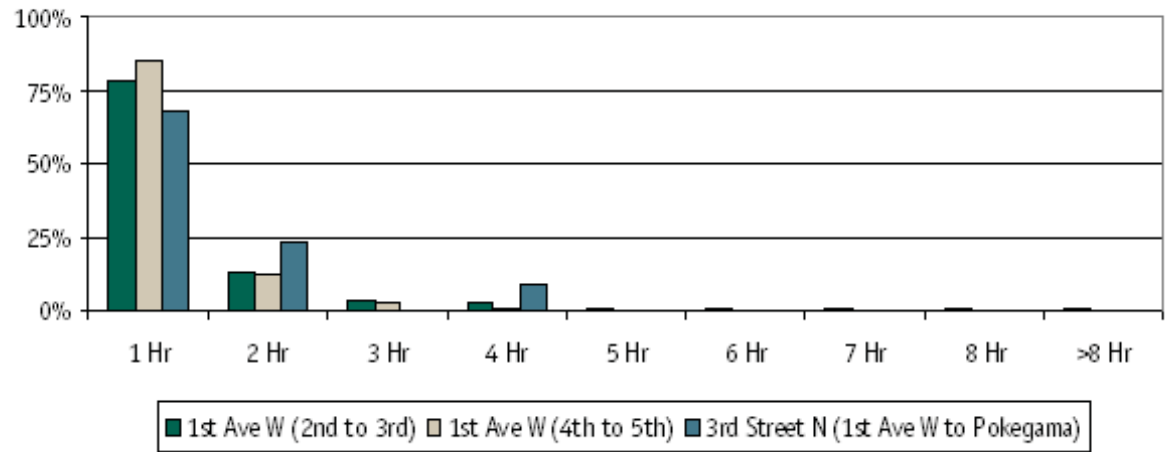


Figure 6  
Weekday Parking Duration - On Street

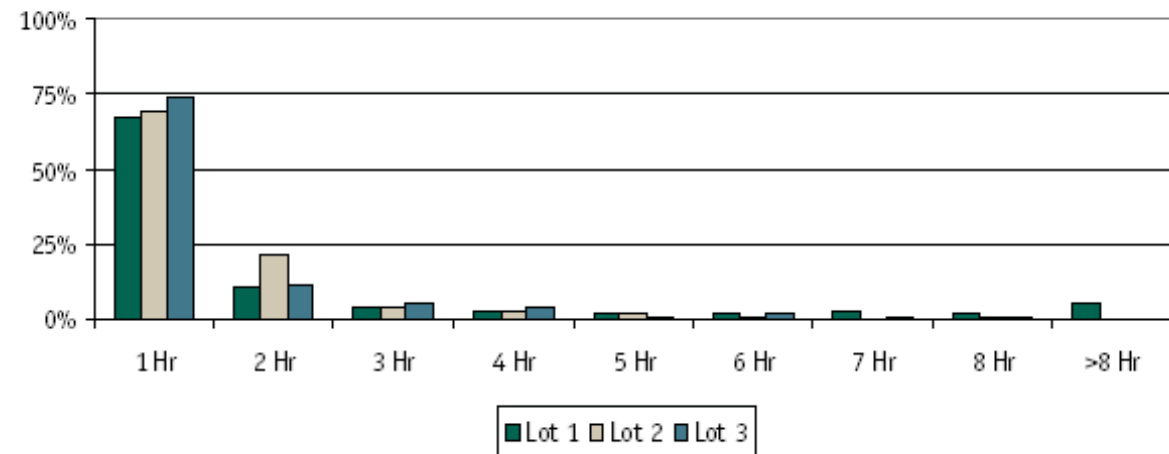


Figure 7  
Weekday Parking Duration - Off Street

indicated in Figure 6.

Data in Figure 6 indicates the duration of parking

for the various on street segments as a percentage of parked vehicles.

Off-Street parking in the study lots exhibited similar characteristics to on-street parking, but there existed a few locations with parking duration exceeding eight hours or more. This data is indicated in Figure 7 as a percentage of the parked vehicles.

In parking lot 1, about 67% of the parked vehicles were present for an hour or less and 11% of the parked vehicles were parked between 1-2 hours. Lot 1 had a few (about 10%) vehicles parked for more than 7 hours, which indicates some business owner/employee parking occurring in this lot.

Lot 2 exhibited similar characteristics with 69% parking for an hour or less and 21% vehicles parking between 1-2 hours.

Lot 3 had about 74% use of parking with a parking duration of one hour or less and 12% parking with duration of 1-2 hours.

**Weekend**

It was observed that a majority of the on-street parking along the study segments was short term parking. The segments studied had a posted parking restriction of two hours. The analysis of the duration periods for two of the three segments of on-street parking revealed that between 96-99% of the parkers were complying with the two hour restriction

Data in Figure 8 indicates the duration of parking for various on-street segments as a percentage of parked vehicles.

Off-Street parking in the study lots exhibited simi-

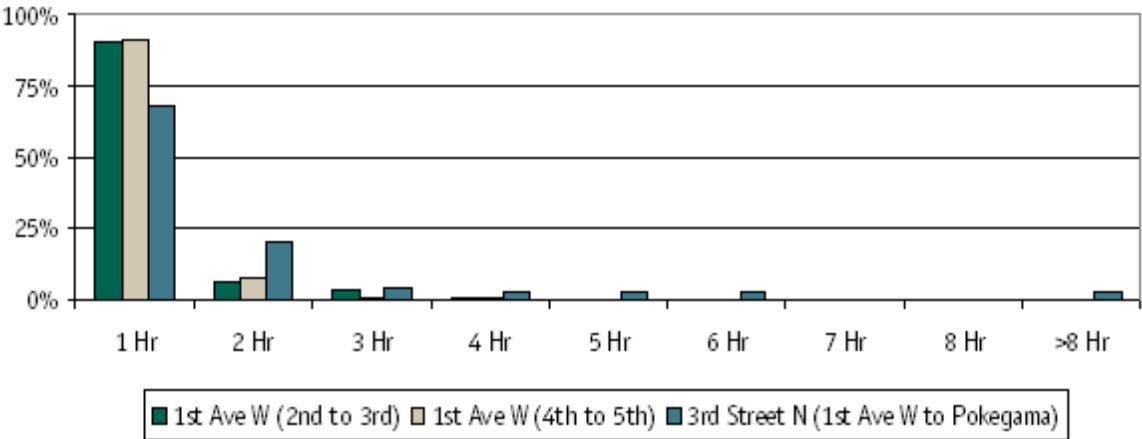


Figure 8  
Weekend Parking Duration - On Street

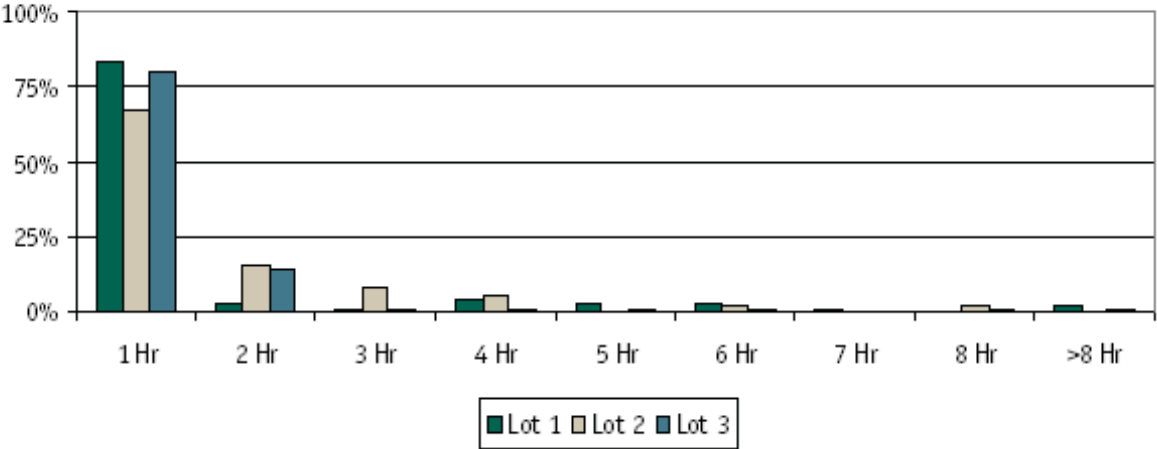


Figure 9  
Weekend Parking Duration - Off Street

lar characteristics to on-street parking, but there existed a few locations with parking duration exceeding eight hours or more. This data is indicated

in Figure 10 as a percentage of the parked vehicles. It should be noted that Lot 1 has a row of restricted permit parking only spaces, which generally account

for the longer duration parked vehicles.

Lot 2, which serves the Central School, has a restriction of 2 hours with a compliance of about 82%. The observation of several vehicles that were present in the lot during the weekday and weekend parking studies promotes a belief that the lot is being used by some employees of shops within the Central School.

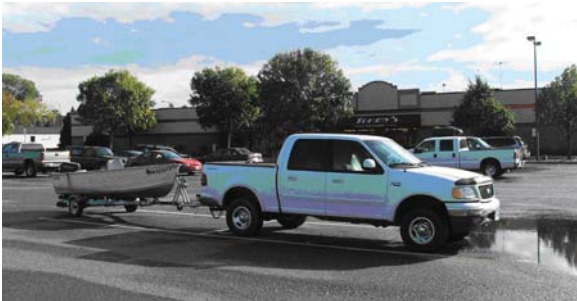
Lot 3, the mall parking facility, has a parking restriction of four hours. The analysis of the parking duration data for Lot 3 shows that approximately 96% of the parked vehicles are in compliance with the 4 hour restriction.

**Recreational Vehicle / Trailer Towing Vehicle Parking**

The City of Grand Rapids has provided on-street parking spaces for recreational vehicles or boat trailer parking while patrons visit Downtown Grand Rapids. The on-street spaces are located along 5th Street, just north of the mall parking lot. There are small wayfinding guide signs at the intersection of TH 169 and TH 2 directing drivers of RVs and boat towing vehicles (should also denote snowmobile trailers for winter parking conditions) in the general direction of the parking supply. The spaces are clearly marked as restricted for RV use, however, at no time during the parking surveys were RV or boat trailers present. The spaces remained unoccupied.

Alternatively, it appeared that tow rigs were parked

where drivers could find off-street locations where two end to end spaces could be utilized. The photograph below shows a truck/boat trailer rig in the mall parking lot during the 9:00 AM hour on Saturday.



Similarly, an example of a truck/boat trailer rig parking across multiple diagonal on-street spaces was observed on 1st Avenue between 4th Street W and 5th Street W. Fortunately, the driver only stopped momentarily for a quick errand Downtown. This was captured during the 9:00 AM hour of the weekend parking study.



The truck/trailer parking behaviors are quite random and unpredictable. Another example of a

truck/trailer combination violating parking restrictions i.e., parked across multiple reserved spaces in the Lot 1 off-street parking area.



While each of these observed examples clearly violated the intended parking usage, they were found only during the initial hour of the parking study in the weekend observations. Parking occupancy for the lots where each of these examples was observed was well below 50% and no real use conflict was present.

**User/Stakeholder Survey**

MMA contacted the stakeholders and interested individuals in the list provided by the City of Grand Rapids. Of the sixteen individuals listed, telephone contact was made with fifteen, and of these, thirteen surveys were conducted and completed. Two individuals were left with voice messages and failed to return the calls. The 81% completed response to the survey was considered a valid sampling of Downtown interests. Many of the contacted individuals have been participating on the Steering Committee for this planning effort.

The parking questionnaire is provided later in this section.

Many responses were similar as most of the stakeholders worked or owned businesses in Downtown Grand Rapids. Because their work location was in Downtown, the majority of respondents stated that ‘work’ was the main purpose for visiting Downtown. The typical arrival time for those workers was between 7:00 AM and 9:00 AM., with ten respondents and three noting that the time of the work trip occurred at other times of the day. All but one respondent replied that they drive to access Downtown.

When queried about where they parked Downtown, nine respondents mentioned private off-street lots and two were parking in public off-street lots and one had a reserved public space (permit parking). The responses to the question regarding the duration of parking Downtown was quite expected, eight hours or more, with many being business owners. There was one response for one hour and one for four hours.

A question was asked about how convenient respondents felt the existing parking situation is in Downtown Grand Rapids. It was noted that several stated that this involves one’s perspective, whether as a business owner with onsite parking or as an employee or even as a visitor. Several mentioned that it can be difficult to find a ‘convenient’ parking space during the noon hour on 1st Avenue between 2nd Street and 3rd Street. It was explained that

convenient means no more than about a half-block walk distance from one’s desired destination. Of the twelve respondents that answered this question, five said that parking is ‘very convenient’, five stated that it is ‘somewhat convenient’, and two said that parking is ‘not very convenient’.

An optional, open-ended question asking for suggestions on how to improve parking in Downtown Grand Rapids was provided. The following suggestions have been summarized from the responses:

- Provide structured parking at the Central Square Mall parking lot, although there were concerns about blocking visibility and maneuvering difficulties for boats and trailers. (Note that boat trailer parking does occur early in the mornings.)
- Provide parking east of 3rd Avenue E. for employees to accommodate new development.
- More long-term employee parking (suggested by four respondents).
- More frequent and more strict enforcement (suggested by four respondents).
- More employee permit parking, try to get employees to not occupy spaces on-street Downtown so that patrons retain easy, convenient access to businesses.

During the telephone survey the participants were asked about employee parking and whether specific policies were in place directing parking practices. Most responded that employees were directed to park away from the business, in the public lots or

on-street outside the Central Business core. Several respondents noted that they provided annual parking permits for employees.

**Form of Parking Survey**

1. What is your purpose for visiting Downtown Grand Rapids?
  - Shop    Restaurant    Work
  - Personal Business    Recreation
  - Multiple Purposes (explain) \_\_\_\_\_
  - Other \_\_\_\_\_
2. What time did you arrive? \_\_\_\_\_
3. How did you get to Downtown?
  - Drive    Carpool    Walk/Bike
4. If you drove, where did you park?
  - On-street    Off-street lot (public)
  - Off-street lot (private)
  - Reserved space (public)
5. How long is your visit Downtown?
  - Less than 1 hour    1 to 2 hours
  - 4 hours    8 hours or more
6. How convenient is parking Downtown Grand Rapids?
  - Very Convenient    Somewhat Convenient
  - Not Very Convenient
7. Please provide any suggestions for improving parking in Downtown Grand Rapids.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28, 2022

**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

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### 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 2021.

### 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:** February 28<sup>th</sup>, 2022

**AGENDA ITEM:** Consider adopting a resolution declaring parking restrictions on 21<sup>st</sup> Street SW.

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

The proposed construction of 21<sup>st</sup> Street SW includes municipal state aid funds. The proposed typical section for the roadway is 32 feet wide, which is not wide enough for on street parking. A resolution is necessary that states on-street parking will not be allowed.

City staff recommend approving the resolution

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution declaring parking restrictions on 21<sup>st</sup> Street SW.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION DECLARING PARKING RESTRICTIONS ON 21<sup>ST</sup> STREET SW FROM FOREST HILLS AVENUE TO HORSESHOE LAKE ROAD IN THE CITY OF GRAND RAPIDS, MINNESOTA

The Municipal corporation shall hereinafter be called the "City."

WHEREAS, the "City," has planned the improvement of 21<sup>st</sup> Street SW/MSAS 155 from Forest Hills Avenue to Horseshoe Lake Road in the City of Grand Rapids Minnesota; and

WHEREAS, the "City" will be expending Municipal Street Aid Funds on the improvements of this Street; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

NOW THEREFORE, BE IT RESOLVED, that the City of Grand Rapids shall ban the parking of motor vehicles on 21<sup>st</sup> Street SW at all time.

Adopted this 28<sup>th</sup> day of February 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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:**

**AGENDA ITEM:  
CONSIDER CHANGING  
THE STATUS OF  
MATTHEW  
O'ROURKE, INTERIM  
POLICE SERGEANT,  
TO POLICE SERGEANT  
EFFECTIVE  
IMMEDIATELY.**

**PREPARED BY: LYNN  
DEGRIO**

---

**BACKGROUND:**

Matthew O'Rourke was appointed to the position of Interim Police Sergeant effective October 1, 2021. With the recent retirement of Robert Stein from the Police Sergeant position, we would like to appoint Matt to that position effective immediately.

**REQUESTED COUNCIL ACTION:**

Make a motion to appoint Matthew O'Rourke to the vacant Police Sergeant position effective immediately.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** February 28<sup>th</sup>, 2022

**AGENDA ITEM:** Consider approving a permanent easement for CP 2003-18, 21<sup>st</sup> Street SW Extension project and authorize payment.

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

CP 2003-18, 21<sup>st</sup> Street SW Extension project includes the construction of new roadway and a multi-use trail connecting Forest Hills Avenue to Horseshoe Lake Road. The permanent easement from St. Joseph's Catholic in the amount of \$6,051.66 is attached.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve a public service and infrastructure permanent easement related to CP 2003-18, 21<sup>st</sup> Street SW Extension project and authorize payment in the amount of \$6,051.66.

**PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT**

THIS INDENTURE is made and entered into this 23<sup>rd</sup> day of February, 2022, **St. Joseph's Catholic Church, Non-Profit Corporation**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

**Parcel 91-686-0110**  
**Existing Legal Description**

**LOT 1, BLOCK 1, SAINT JOSEPH ADDITION, ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, ITASCA COUNTY, MINNESOTA.**

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:  
 Rights to be Acquired:

**Parcel 91-686-0110**  
 St. Joseph's Catholic Church, Non-Profit Corporation.

An easement for infrastructure purposes over, under, across and through those parts of Lot 1, Block 1, SAINT JOSEPH ADDITION, Itasca County, Minnesota, described as follows.

Beginning at the southeast corner of said Lot 1; thence on an assigned bearing of South 88 degrees 51 minutes 05 seconds West, along the south line of Lot 1, a distance of 190.07 feet; thence North 00 degrees 24 minutes 21 seconds East a distance of 30.01 feet; thence North 71 degrees 15 minutes 36 seconds East a distance of 148.89 feet; thence North 88 degrees 51 minutes 05 seconds East a distance of 49.36 feet, to the east line of said Lot 1;

thence South 00 degrees 24 minutes 21 seconds West, along said east line a distance of 75.03 feet to the point of beginning.

And Also

Commencing at the southeast corner of said Lot 1; thence on an assigned bearing of South 88 degrees 51 minutes 05 seconds West, along the south line of Lot 1, a distance of 626.34 feet; thence northwesterly, along said south line on a tangential curve concave to the northeast, having a radius of 260.00 feet and a central angle of 2 degrees 28 minutes 56 seconds, a distance of 11.26 feet to the point of beginning of the easement herein described; thence continuing northwesterly along said south line on a tangential curve concave to the northeast, having a radius of 260.00 feet and a central angle of 17 degrees 58 minutes 36 seconds, a distance of 81.58 feet; thence North 00 degrees 17 minutes 29 seconds East a distance of 73.62 feet; thence North 88 degrees 51 minutes 05 seconds East a distance of 80.03 feet; thence South 00 degrees 17 minutes 29 seconds West a distance of 89.78 feet to the point of beginning.

Containing 17,799 SF, more or less.

Easement shown on attached EXHIBIT No. 3B

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: St. Joseph's Catholic Church, Non-Profit Corporation.


  
\_\_\_\_\_  
Fr. Blake Rozier

STATE OF MINNESOTA )  
  ) ss:  
COUNTY OF Itasca )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2022 by St. Joseph's Catholic Church, Non-Profit Corporation, Grantor.

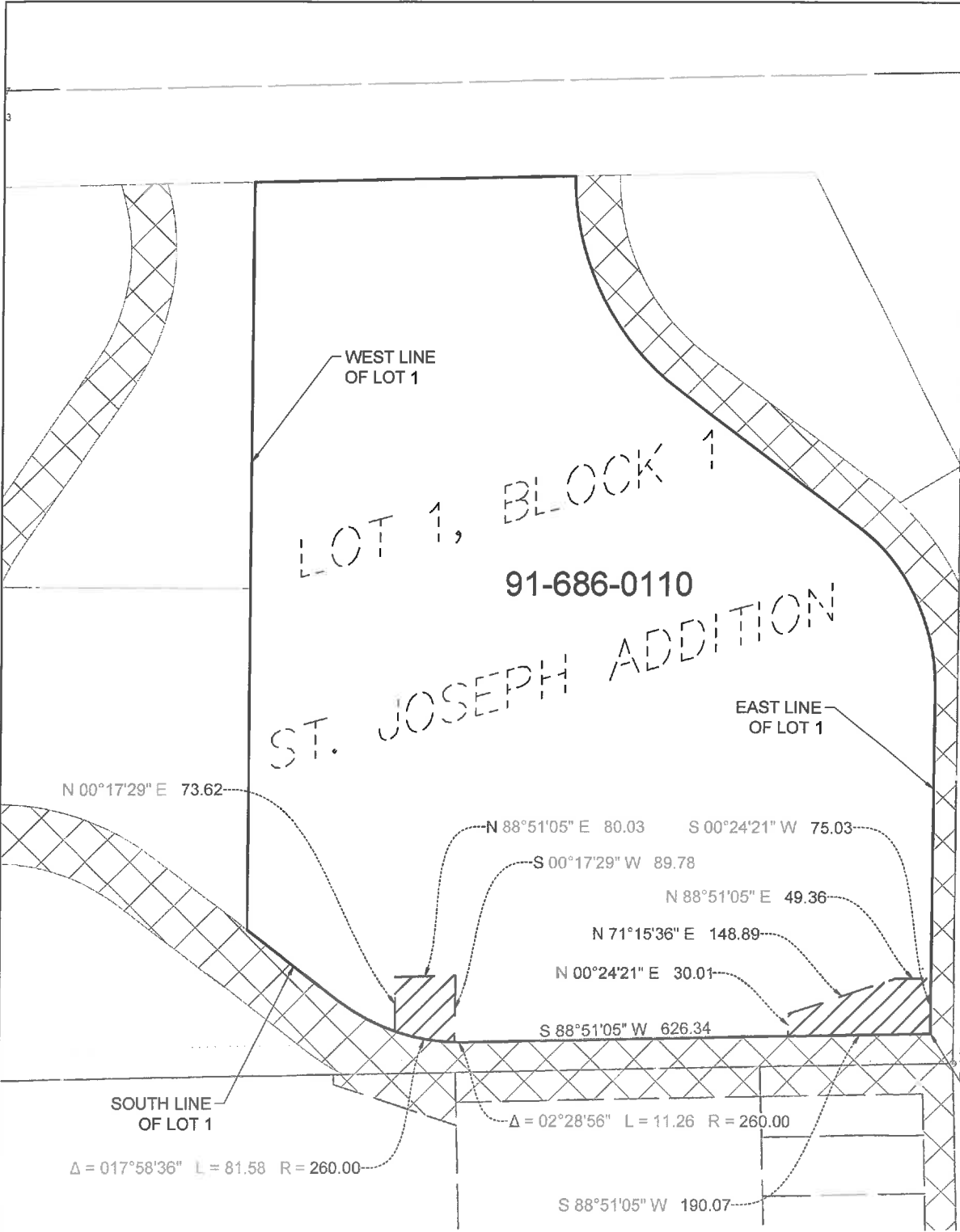
(Notary Stamp or Seal)



  
\_\_\_\_\_  
Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5<sup>th</sup> Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



Save: 2/11/2022 11:14 AM mhudec Plot: 2/11/2022 11:16 AM x:\FUG\GRANR1613815-final.dgn\51-drawings\10-Civil\cso\dwg\exhibit\StJosephs\_2\_ExhibitAB.dwg

**LEGEND**

	PERMANENT EASEMENT
	PROPERTY BOUNDARY
	ROW

PARCEL NUMBER	91-686-0110
OWNER	ST. JOSEPHS CATHOLIC CHURCH
AREA OF PARCEL	870198 SF
ZONING	R-1
AREA OF PROPOSED PERMANENT EASEMENT	17799 SF

**SEH**

FILE NO.  
GRANR 161381

DATE:  
2/11/2022

**EASEMENT EXHIBIT  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. 3B**

Scale 0 100 200

151



Building a Better World  
for All of Us®

**OWNER: St Josephs Catholic Church**  
**PARCEL(s): 91-686-0110**

**LEGAL LAND DESCRIPTION OF BURDENED PARCEL**

Lot 1, Block 1, SAINT JOSEPH ADDITION, according to the plat on file and of record in the office of the County Recorder, Itasca County, Minnesota.

**PERMANENT EASEMENT**

An easement for infrastructure purposes over, under, across and through those parts of Lot 1, Block 1, SAINT JOSEPH ADDITION, Itasca County, Minnesota, described as follows.

Beginning at the southeast corner of said Lot 1; thence on an assigned bearing of South 88 degrees 51 minutes 05 seconds West, along the south line of Lot 1, a distance of 190.07 feet; thence North 00 degrees 24 minutes 21 seconds East a distance of 30.01 feet; thence North 71 degrees 15 minutes 36 seconds East a distance of 148.89 feet; thence North 88 degrees 51 minutes 05 seconds East a distance of 49.36 feet, to the east line of said Lot 1; thence South 00 degrees 24 minutes 21 seconds West, along said east line a distance of 75.03 feet to the point of beginning.

And Also

Commencing at the southeast corner of said Lot 1; thence on an assigned bearing of South 88 degrees 51 minutes 05 seconds West, along the south line of Lot 1, a distance of 626.34 feet; thence northwesterly, along said south line on a tangential curve concave to the northeast, having a radius of 260.00 feet and a central angle of 2 degrees 28 minutes 56 seconds, a distance of 11.26 feet to the point of beginning of the easement herein described; thence continuing northwesterly along said south line on a tangential curve concave to the northeast, having a radius of 260.00 feet and a central angle of 17 degrees 58 minutes 36 seconds, a distance of 81.58 feet; thence North 00 degrees 17 minutes 29 seconds East a distance of 73.62 feet; thence North 88 degrees 51 minutes 05 seconds East a distance of 80.03 feet; thence South 00 degrees 17 minutes 29 seconds West a distance of 89.78 feet to the point of beginning.



**CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



---

Mark J. Haselius, PLS  
Minnesota License No. 47034

February 11, 2022  
Date

City of Grand Rapids  
GRANR 161381

OUTLOT D

WEST LINE OF OUTLOT D

ST. JOSEPH ADDITION

EAST LINE OF OUTLOT D

91-686-4000

PROPOSED TEMPORARY EASEMENT

EXECUTED TEMPORARY EASEMENT

30.00

40.00





SOUTHERLY LINE OF OUTLOT D

A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2022 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

*W. J. ...* Signature 2/23/22 Date

**LEGEND**

-  TEMPORARY EASEMENT
-  EXECUTED TEMPORARY EASE.
-  PROPERTY BOUNDARY
-  ROW

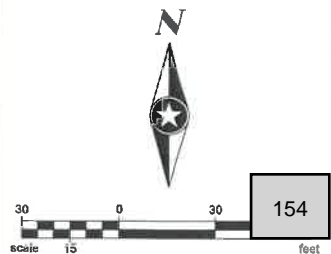
PARCEL NUMBER	91-686-4000
OWNER	ST. JOSEPHS CATHOLIC CHURCH
AREA OF PARCEL	122161 SF
ZONING	R-1
AREA OF PROPOSED TEMPORARY EASEMENT	16014 SF

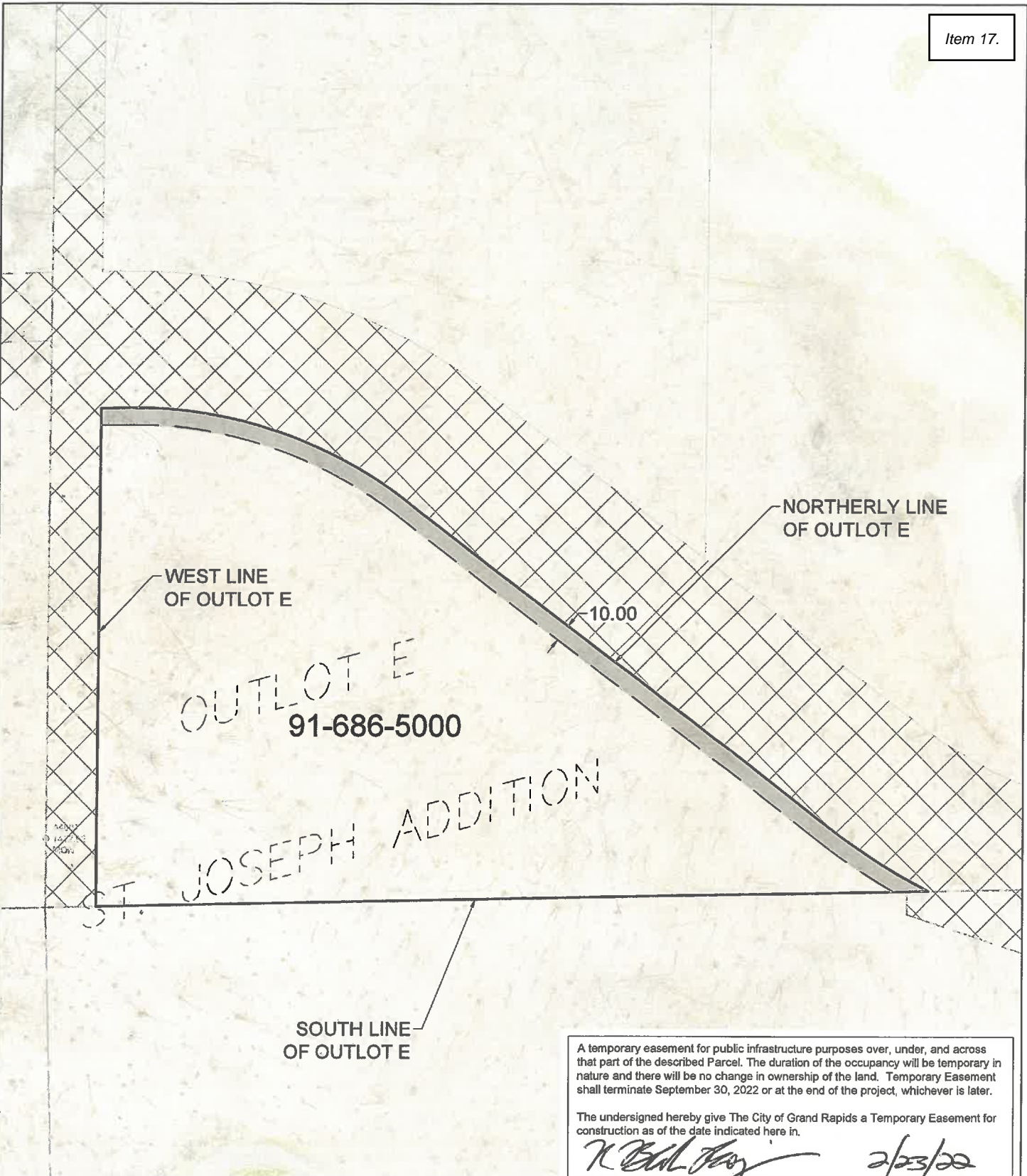


FILE NO.  
GRANR 161381  
DATE:  
2/14/2022

**EASEMENT EXHIBIT  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. 1**








A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2022 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

*K. Bill Tracy*      2/23/22  
 Signature      Date

**LEGEND**

-  TEMPORARY EASEMENT
-  PROPERTY BOUNDARY
-  ROW

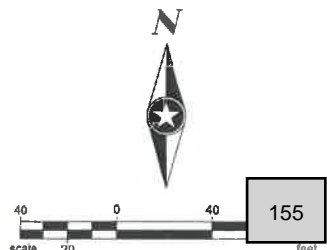
PARCEL NUMBER	91-686-5000
OWNER	ST. JOSEPHS CATHOLIC CHURCH
AREA OF PARCEL	84329 SF
ZONING	R-1
AREA OF PROPOSED TEMPORARY EASEMENT	5621 SF

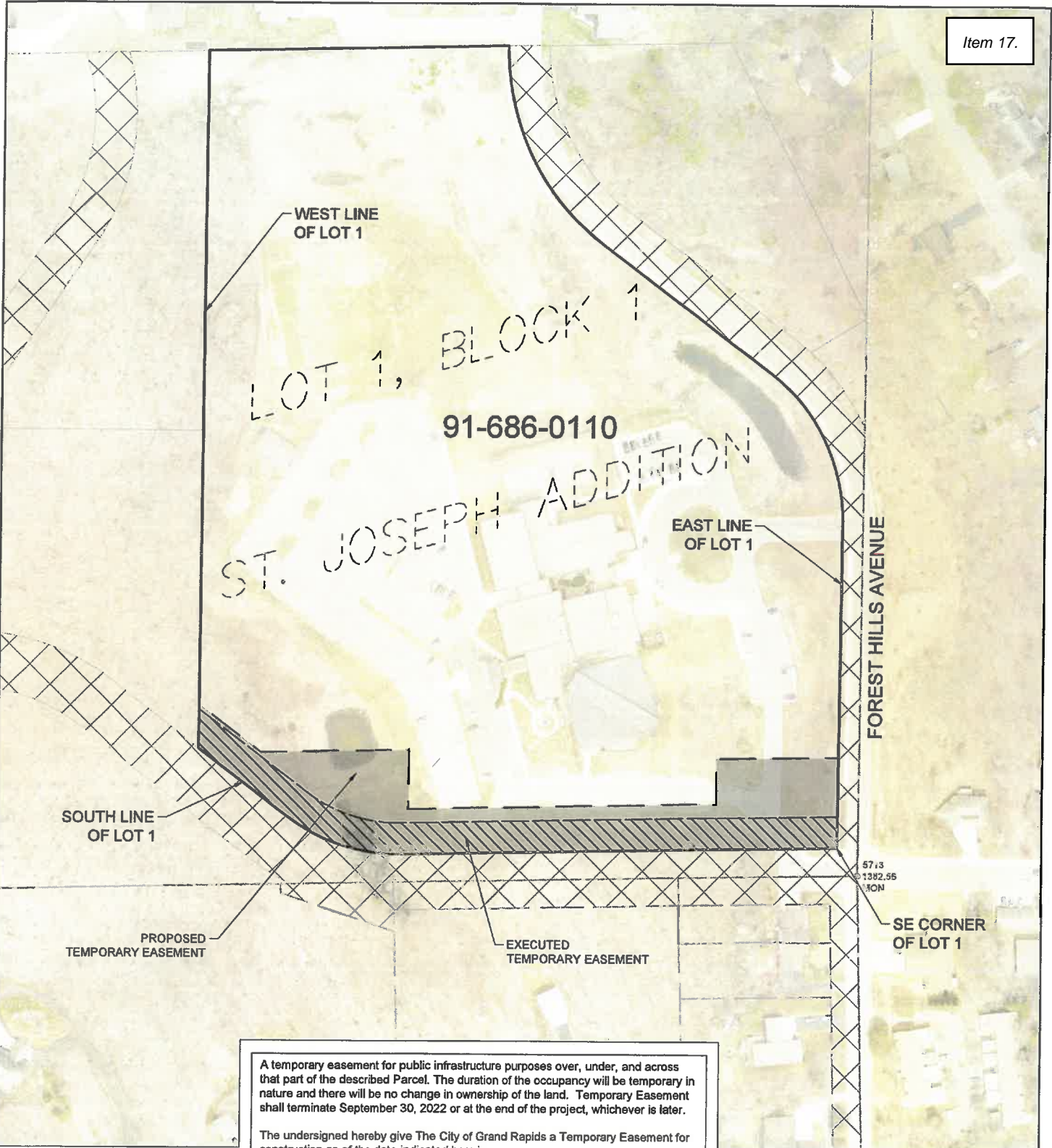


FILE NO.  
 GRANR 161381  
 DATE:  
 2/14/2022

**EASEMENT EXHIBIT  
 GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
 NO. 2**





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SOUTH LINE OF LOT 1

WEST LINE OF LOT 1

LOT 1, BLOCK 1

91-686-0110

ST. JOSEPHS ADDITION

EAST LINE OF LOT 1

FOREST HILLS AVENUE

PROPOSED TEMPORARY EASEMENT

EXECUTED TEMPORARY EASEMENT

SE CORNER OF LOT 1





57.3  
1382.55  
FOOT

A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2022 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

*[Signature]* \_\_\_\_\_ 2/23/22  
Signature Date

**LEGEND**

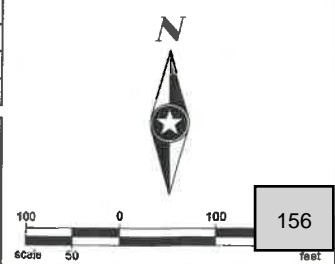
-  TEMPORARY EASEMENT
-  EXECUTED TEMPORARY EASE.
-  PROPERTY BOUNDARY
-  ROW

PARCEL NUMBER	91-686-0110
OWNER	ST. JOSEPHS CATHOLIC CHURCH
AREA OF PARCEL	870198 SF
ZONING	R-1
AREA OF PROPOSED TEMPORARY EASEMENT	83027 SF

**SEH** | FILE NO. GRANR 161381 | DATE: 2/14/2022

**EASEMENT EXHIBIT  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT NO. 3A**





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:  
 FEBRUARY 28, 2022**

**AGENDA ITEM:  
 CONSIDER  
 AUTHORIZING CITY  
 STAFF TO BEGIN THE  
 PROCESS OF  
 CREATING AN  
 ELIGIBILITY LIST FOR  
 HOSPITAL SECURITY  
 OFFICER.**

**PREPARED BY: LYNN  
 DEGRIO**

**BACKGROUND:**

**FOLLOWING CONVERSATIONS BETWEEN GRAND ITASCA CLINIC AND HOSPITAL AND THE CITY OF GRAND RAPIDS, IT HAS BEEN DETERMINED THAT IT WOULD BE MORE EFFICIENT TO ADD ANOTHER FULL-TIME HOSPITAL SECURITY OFFICER POSITION TO THE CURRENT ROSTER.**

City Attorney Chad Sterle is preparing an amendment to present to the City Council at the next regular City Council meeting. In the meantime, we would like to expedite the process by beginning the hiring process. We would like to post the position from March 1, 2022 until March 18, 2022.

We will come back to the City Council on March 14, 2022 with the proposed amendment.

**REQUESTED COUNCIL ACTION:**

Make a motion to authorize City Staff to begin the process of creating an eligibility list for Hospital Security Officer.

ITEM # \_\_\_\_\_



## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** February 28, 2022  
**AGENDA ITEM:** Consider approval of the final plat of My Place Hotel Maturi Addition.  
**PREPARED BY:** Community Development Department

---

### BACKGROUND:

A proposed minor subdivision entitled My Place Hotel Maturi Addition was submitted by Mr. Craig Larsen, Legacy Design Group, and Mr. Craig Maturi, manager Maturi Properties LLC. (property owner) and filed with the City on January 7, 2022. The property included within the preliminary plat is 8.67 acres in area and its location can generally be described as: the remaining undeveloped portion former K-Mart property.

The subject property is a replatting of part of a larger subdivision, Hartley Addition (12.85 acres), which consisted of 3 lots. Lots 2 and 3 of Hartley Addition were sold and developed with a Thrifty White Pharmacy and Culver's restaurant respectively. A portion of Lot 1 (1.9 acres) was parceled off, and developed into Anytime Fitness/Rapid Nutrition & Coffee in 2019. Previously this unplatted area, had been home to Goldfines Department Store (1971-1979), and then K-Mart (closing in 2014).

The plat petitioner has indicated that of the four proposed lots within this minor subdivision:

- Lot 1 will be occupied by the existing Anytime Fitness/Rapid Nutrition & Coffee building.
- Lots 2 and 4 will be marketed for sale/future development.
- Lot 3 will be developed with a My Place Hotel.

The current GB (General Business) zoning designation is appropriate for intended uses, thus no additional changes are needed. The Comprehensive Plan's general vision for land use in the area of this proposed minor subdivision is that of Highway Commercial, which is consistent with the current zoning and proposed uses of the property.

The staff subdivision review committee, consisting of the City Engineer/Public Works Director, Fire Chief, Grand Rapids PUC, Parks and Recreation Dept. and Community Development Dept., reviewed the preliminary plat/minor subdivision for technical standards and found that it substantially complies with the City's subdivision requirements.

There were, however, several comments/recommendations to be addressed and requested for plat approval. The majority of identified items were addressed by the petitioner prior to the Planning Commissions review of the minor subdivision, and are summarized as follows:

- Updating of city plat signatories.
- Lot area updates.
- Addition of public electrical infrastructure to preliminary plat.
- Establish utility easements (three) for existing electrical infrastructure.
- Acknowledge requirement/need for private cross-access parking agreements for lots sharing drive lanes and parking.
- Within the Plat Development Agreement: Require the public water line within the eastern 1/3 of Lot 4, Block 1, with development of lot, to be relocated into existing 45 ft. utility easement.

At a special meeting on February 15, 2022, the Planning Commission took up consideration of the minor subdivision/preliminary plat and conducted a public hearing. During the public hearing portion of the meeting there were several property owners with concerns pertaining to:

- Private cross-access parking agreement in and around the area of the plat, more specifically, the 50 ft. wide portion of Lot 4, Block 1 that extends north to 10<sup>th</sup> Street SW. Generally, the concerns identified, pertained to how the proposed development of the plat lot would impact ingress and egress to adjacent properties (members of CIC #16/Boardwalk Center and Pokegama Liquor), as well as how shared parking areas and numbers would be impacted by new development.
- Additionally, concerns were expressed about pedestrian safety along the portion of 2<sup>nd</sup> Avenue SW adjacent to the subdivision, and the extra traffic this area would see due to development.

From a staff perspective, the concerns identified pertained to a private agreement attached to the surrounding properties, and do not pertain to the requirements of the Subdivision Ordinance. The approval of the proposed subdivision will not impact the private agreement.

Secondly, the concerns expressed about pedestrian safety along the portion of 2<sup>nd</sup> Avenue SW, were due to the lack of sidewalks in this section of road (between 10<sup>th</sup> St. SW and just north of 13<sup>th</sup> St. SW) and the proposed redevelopment of the property proposed for the subdivision. The City is looking into the timing/staging of adding sidewalk in the stretch from where it currently terminates (behind the Pokegama Plaza building (old Sears location)) to 10<sup>th</sup> Street SW/Golf Course Road, which are incorporated into the Subdivision Agreement.

Upon conclusion of the public hearing, the Planning Commission found the minor subdivision to be in compliance with the City Code, and forwarded a recommendation to the City Council for approval of the minor subdivision entitled My Place Hotel Maturi Addition, contingent upon the execution of the associated Subdivision Agreement, and the review of pedestrian safety needs in the 2nd Avenue SW area, adjacent to the minor subdivision.

The attached draft resolution, which is in the affirmative for approval of the minor subdivision, also includes the following conditions for approval (which are typical with most subdivision approvals by the City):

- The execution of the associated Subdivision Agreement.
- The review of pedestrian safety needs in the 2nd Avenue SW area, adjacent to the minor subdivision.

The public improvements listed in the Subdivision Agreement, and their triggers for implementation are as follows:



- Prior to the development of Lot 4, Block 1 the existing public water main shall be relocated within existing 45 ft. utility easement on the east edge of Lot 4, Block 1 as approved by the City Engineer.
- Prior to the development of either Lot 2 or Lot 4, Block 1, public storm sewer shall be provided within easements dedicated to serve said lots, as approved by the City Engineer.
- At the time of development of Lot 2, Lot 3, or Lot 4, Block 1, a six foot wide, concrete sidewalk, shall be constructed within the 2<sup>nd</sup> Avenue SW right-of-way, along the full length of said Lots, as approved by the City Engineer.

**ATTACHMENTS:**

Final Plat  
Resolution  
Subdivision Agreement  
Minor Subdivision Application  
Area Maps  
Planning Commission Mtg. Minutes (draft)

**REQUESTED COUNCIL ACTION:**

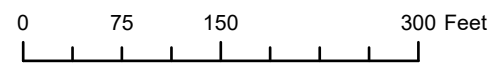
Pass a motion accepting the recommendation of the Planning Commission and adopting the attached resolution approving the Final Plat of “My Place Hotel Maturi Addition” and authorize the Mayor and City Clerk to sign the plat documents and associated Subdivision Agreement.



Grand Rapids Parcels  
 Area of Minor Subdivision

# My Place Hotel Maturi Addition

( Minor Subdivision )





- |                           |                      |
|---------------------------|----------------------|
| Grand Rapids Parcels      | Tee                  |
| Area of Minor Subdivision | Deflect              |
| Gate                      | Corporation          |
| Service                   | Water Customer Meter |
| Domestic                  | Manhole              |
| Fire                      | End Cap              |
| Customer                  | Wye                  |
| Distribution              | Grinder Station      |
| Transmission              | Sanitary Services    |
| Lead                      | Lateral              |
| Fire Hydrants             | Force Main           |
| Bend                      | Interceptor          |
| Curb Stop                 | Catch Basin          |
| Coupling                  | Manhole              |
| Cross                     | Apron                |
| Plug                      | Main                 |
| Reducer                   | Drain Tile           |

# My Place Hotel Maturi Addition

( Minor Subdivision )

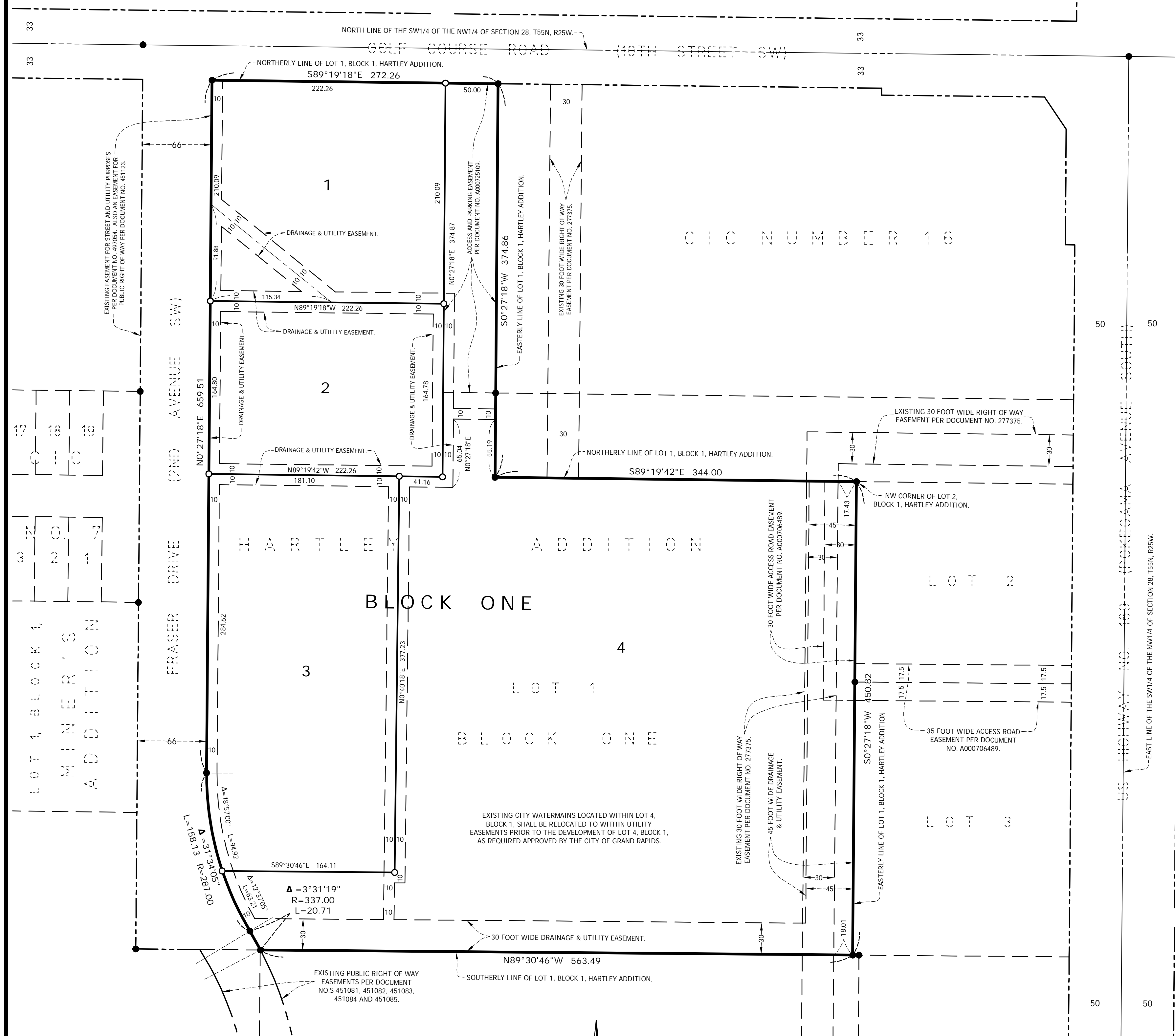
City of Grand Rapids, FOR PUBLIC USE, FOR INTERNAL USE ONLY

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CITY OF GRAND RAPIDS  
ITS IN MINNESOTA'S NATURE

# MY PLACE HOTEL MATURI ADDITION

Located in the Southwest Quarter of the Northwest Quarter of Section 28, Township 55 North, Range 25 West, Itasca County, Minnesota.



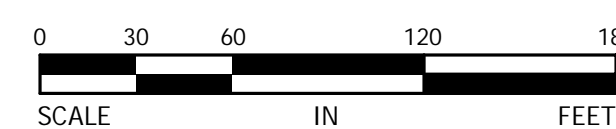
### LEGEND:

- Denotes iron monument found
- Denotes 1/2 inch iron monument set, marked "JPJ ENG 21401" unless otherwise indicated.

### BEARINGS:

Bearings are based on the north line of Lot 1, Block 1, HARTLEY ADDITION, to bear S 89°19'18" E.

SCALE: 1 INCH = 60 FEET



KNOW ALL PERSONS BY THESE PRESENTS: That Maturi Properties, LLC, a Minnesota limited liability company, owners and proprietor of the following described property situated in the County of Itasca, State of Minnesota, to wit:

Lot 1, Block 1, HARTLEY ADDITION, according to the recorded plat thereof, Itasca County, Minnesota.

Has caused the same to be surveyed and platted as MY PLACE HOTEL MATURI ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created created by this plat.

In witness whereof said Maturi Properties, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signed: Maturi Properties, LLC

Craig R. Maturi, Manager

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Craig R. Maturi, Manager of Maturi Properties, LLC, a Minnesota limited liability company.

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I Randy M. Morton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data, dimensions, labels and symbols are correctly designated on this plat; that all monuments depicted on this plat have been, or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.021, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Randy M. Morton, Minnesota License No. 21401

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Randy M. Morton, Minnesota license number 21401.

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

CITY COUNCIL GRAND RAPIDS

We hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City of Grand Rapids, Minnesota, approved this plat.

Dale Christy, Mayor

Kimberly Gibeau, Clerk

ITASCA COUNTY AUDITOR

I hereby certify that there are no delinquent taxes on the above described property as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Auditor, Itasca County, Minnesota

ITASCA COUNTY TREASURER

I hereby certify that the taxes on the above described property for the year of 20\_\_ have been paid in full this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Treasurer, Itasca County, Minnesota

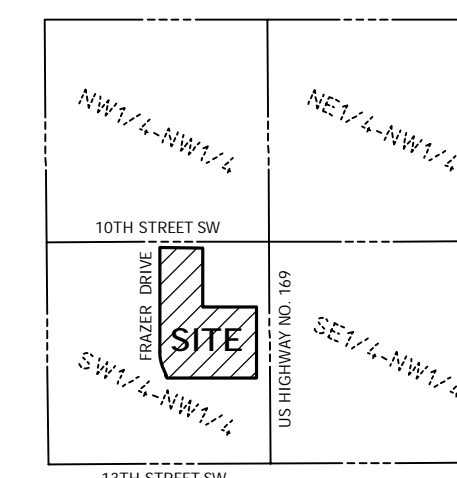
ITASCA COUNTY RECORDER

I hereby certify that MY PLACE HOTEL MATURI ADDITION was filed in this office for record as document number \_\_\_\_\_ and slide number \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ o'clock \_\_\_\_ M.

County Recorder, Itasca County, Minnesota

### LOCATION MAP:

NOT TO SCALE



NW 1/4 OF SECTION 28, T55N, R25W,  
ITASCA COUNTY, MINNESOTA.

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

**THE CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. 22-\_\_**

**THE MINOR SUBDIVISION ENTITLED  
“MY PLACE HOTEL MATURI ADDITION”**

**WHEREAS**, on February 15, 2022, at a special meeting, the Grand Rapids Planning Commission conducted a public hearing on the minor subdivision entitled My Place Hotel Maturi Addition, and

**WHEREAS**, on February 15, 2022 the Planning Commission found the minor subdivision to be in substantial compliance with the City Code, and recommended approval of said minor subdivision contingent upon the execution of the associated Subdivision Agreement, and the review of pedestrian safety needs in the 2<sup>nd</sup> Avenue SW area, adjacent to the minor subdivision, and

**WHEREAS**, the City Council reviewed the minor subdivision of My Place Hotel Maturi Addition to Grand Rapids on February 28, 2022 and found the plat to be in compliance with the City Code including the Planning Commission recommended utility easement contingencies being accommodated, and recommended approval of said minor subdivision contingent upon the following conditions being adhered to;

- The execution of the associated Subdivision Agreement.
- The review of pedestrian safety needs in the 2nd Avenue SW area, adjacent to the minor subdivision.

**WHEREAS**, the final plat of My Place Hotel Maturi Addition conforms to the approved preliminary plat.

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

That the plat of My Place Hotel Maturi Addition, a minor subdivision of the City of Grand Rapids, is hereby approved.

Approved by the City Council of the City of Grand Rapids this 28<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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

DRAFT

## SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2022, by Maturi Properties LLC., a Minnesota Limited Liability Company (hereinafter referred to collectively as the "Subdivider") and the City of Grand Rapids, a Minnesota municipal corporation (the "City").

### RECITALS

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

### AGREEMENT

1. **CONSIDERATION.** This is a mutual Agreement, which the parties acknowledge is supported by adequate consideration, and which shall be legally binding upon the parties.

2. **REQUIRED IMPROVEMENTS** The Subdivider agrees to construct at the Subdivider's sole cost the following improvements within the Plat, and in conformity with all applicable standards, ordinances, and with the final construction plans for those improvements upon their review and approval by the City Engineering Department. The Required Improvements will involve the relocation of a public water main within Lot 4, Block 1, the extension of public storm water infrastructure to serve Lot 2 and Lot 4 Block 1, and the construction of a six foot wide, concrete public sidewalk, within the 2<sup>nd</sup> Avenue SW right-of-way.

(a) Prior to the development of Lot 4, Block 1 the existing public water main shall be relocated within existing 45 ft. utility easement on the east edge of Lot 4, Block 1 as approved by the City Engineer.

(b) Prior to the development of either Lot 2 or Lot 4, Block 1, public storm sewer shall be provided within easements dedicated to serve said lots, as approved by the City Engineer.

(c) At the time of development of Lot 2, Lot 3, or Lot 4, Block 1, a six foot wide, concrete sidewalk, shall be constructed within the 2<sup>nd</sup> Avenue SW right-of-way, along the full length of said Lots, as approved by the City Engineer.

3. **SCHEDULE FOR REQUIRED IMPROVMENTS.** The City and Subdivider agree that the Required Improvements, described in above paragraph, shall be substantially completed as described above in Section 2.

The above-described improvements shall be in compliance with all applicable statutes, codes, and ordinances and with the construction standards of the City at the Subdivider's expense.

It shall be the duty of the Subdivider to retain the services of an independent testing agency during the construction phase of the improvements listed above in Paragraphs 3 to conduct material and construction quality testing in accordance with the Schedule of Materials and Testing (Exhibit C). The Subdivider will forward a copy of the testing agencies reports, regarding the results of this testing, to the City.

It shall be the duty of the Subdivider to notify the City of the completion of the Work in writing and to thereby request a final inspection of the Work by employees of the City. A civil engineer, registered in the State of Minnesota and retained by the Subdivider, shall provide written certification to the City that the improvements have been completed in accordance with the approved plans and specifications.

The City, following inspection of the Required Improvements and the determination that the Required Improvements have been satisfactorily completed, shall give notice of the date of actual completion and acceptance to the Subdivider. Notice of deficiencies and of required corrections shall be given to the Subdivider, who shall re-notify the City in writing when corrections have been made and may be inspected.

No Certificate of Occupancy shall be granted to any property nor shall any person occupy any property until:

- (a.) The Required Improvements are substantially completed in accordance with the terms set forth by this Agreement.



4. **CONSTRUCTION PLANS.** Construction plans and specifications for the required improvements, conforming in all respects with the standards of the City Engineer and the ordinance of the city, shall be prepared at the Subdivider's expense by a professional engineer who is registered in the state, and the plans shall contain his or her seal. Such plans, together with the quantities of construction items, shall be submitted to the City Engineer for his/her approval.

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

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

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

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

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

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

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

SUBDIVIDER

CITY OF GRAND RAPIDS

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

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

Its: Manager

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

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

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

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Craig Maturi, the President of Maturi Properties LLC., a Minnesota Limited Liability Company, the Subdivider.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
  )ss.  
COUNTY OF ITASCA   )

The foregoing instrument was acknowledged by the City of Grand Rapids before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the City.

\_\_\_\_\_  
Notary Public

This instrument drafted by:  
City of Grand Rapids  
Community Development Department  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

EXHIBIT A

Preliminary Plat of My Place Hotel Maturi Addition

EXHIBIT B

Final Plat of My Place Hotel Maturi Addition "The Plat"

## EXHIBIT C

Schedule for Materials and Testing

<b>Product</b>	<b>Test Type</b>	<b>Approximate Frequency</b>	<b>Remark</b>
Trench Compaction	Compaction	1 per 1000 cy (CV)	Owners Rep shall contact Testing Firm to take sample and perform test
Water main	Pressure	In accordance with AWWA C600	See specifications
Water main	Bacteria	In accordance with AWWA C651	See specifications
Water main	Conductivity	Entire System	See specifications
Concrete (sidewalk, curb and driveways)	Cylinder Sample and Slump and Air Tests	1 per 300 cy testing 1st truck	Owners Rep shall contact Testing Firm to take sample and perform test



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

**PLANNING COMMISSION MEETING MINUTES**  
**Tuesday, February 15, 2022**  
**4:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids Planning Commission will be held on Tuesday, February 15, 2022 at 4:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PRESENT**

- Commissioner Betsy Johnson
- Commissioner Patrick Goggin
- Commissioner Ted Hubbes
- Chairperson Molly MacGregor

**ABSENT**

- Commissioner Lester Kachinske
- Commissioner Mark Gothard

**APPROVAL OF MINUTES:**

1. Consider approval of the minutes of the November 4, 2021, 4:00 pm regular meeting.

Motion by Commissioner Goggin, second by Commissioner Hubbes to approve the minutes of the November 4, 2021 regular meeting. The following voted in favor thereof: Johnson, MacGregor, Goggin, Hubbes. Opposed: None, passed unanimously.

**PUBLIC HEARINGS:**

2. Conduct a public hearing to consider the preliminary plat of My Place Hotel Maturi Addition.

A proposed minor subdivision entitled My Place Hotel Maturi Addition was submitted by Mr. Craig Larsen, Legacy Design Group, and Mr. Craig Maturi, manager Maturi Properties LLC. (property owner) and filed with the City on January 7, 2022. The property included within the preliminary plat is 8.67 acres in area and its location can generally be described as: the remaining undeveloped portion former K-Mart property. A complete legal description of the subject property is included with the proposed minor subdivision documents.

The plat petitioner has indicated that of the four proposed lots within this minor subdivision:

- Lot 1 will be occupied by the existing Anytime Fitness/Rapid Nutrition & Coffee building.

- Lots 2 and 4 will be marketed for sale/future development.
- Lot 3 will be developed with a My Place Hotel.

The current GB (General Business) zoning designation is appropriate for intended uses, thus no additional changes are needed. The Comprehensive Plan's general vision for land use in the area of this proposed minor subdivision is that of Highway Commercial, which is consistent with the current zoning and proposed uses of the property.

Motion by Commissioner Johnson, second by Commissioner Hubbes to open the public hearing. The following voted in favor thereof: Hubbes, Goggin, MacGregor, Johnson. Opposed: None, passed unanimously.

Deb Passari, Grand Rapids is concerned about the additional traffic on SW 2nd Avenue and there are not any sidewalks for pedestrians.

David Chessness, Grand Rapids has concerns about the parking and cross access easements.

Wendy Uzalac, Grand Rapids has concerns about parking and cross access easements.

Cliff Tabke, Grand Rapids has concerns about parking and a drive lane for deliveries.

Motion by Commissioner Goggin, second by Commissioner Johnson to close the public hearing. The following voted in favor thereof: Hubbes, Goggin, MacGregor, Johnson. Opposed: None, passed unanimously.

The Commissioners reviewed the following considerations for the record:

1. Has there been a change in the development policies of the community?  
No, there has not.
2. Was there a mistake in the original zoning ordinance?  
No, there has not been a mistake in the zoning ordinance.
3. Is the Zoning Ordinance up to date?  
Yes, it is up to date.
4. Is the proposed subdivision compatible with adjacent land uses?  
Yes, the zoning is not changing and it is zoned General Business (GB).
5. Will the proposed subdivision cause undue traffic congestion?  
This is yet to be determined.
6. Will the proposed subdivision affect public utilities?  
No, the required utility easements have been addressed.
7. Will the proposed subdivision be detrimental to public health, morals, or general welfare?  
No, however there is concern for public safety due to the lack of sidewalk on SW 2nd Avenue.
8. Will the proposed subdivision impede orderly development of other property in the area?



No, it will actually allow for more orderly development.

9. Will the proposed subdivision cause a decrease in value of adjacent property?  
No, it should increase the value of adjacent property.
10. Will the proposed subdivision increase tax revenues?  
Yes, the new development will increase tax revenues.
11. Will the proposed subdivision impose an excessive burden on parks and other public facilities?  
No, it will not impose an excessive burden however there is concern for lack of trails and sidewalks for pedestrians.
12. Is the proposed subdivision consistent with the Comprehensive Plan?  
Yes, it is consistent with the Comprehensive Plan.

Motion by Commissioner Johnson, second by Commissioner Hubbes that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the minor subdivision of My Place Hotel Maturi Addition; (Contingent upon the applicant making the following corrections/clarifications):

Execution of the associated subdivision agreement

Addresses the relocation of water line (Lot 4)

Addresses the future storm water infrastructure needs

Addresses placement of survey monuments

Recommend the City Engineer address the lack of sidewalks and trails for public safety

The following voted in favor thereof: Johnson, MacGregor, Goggin, Hubbes. Opposed: None, passed unanimously.

#### PUBLIC INPUT:

*Individuals may address the Planning Commission about any non-public hearing item or any item not included on the Regular Meeting Agenda. Speakers are requested to come to the podium, state their name and address for the record and limit their remarks to three (3) minutes.*

Wendy Uzalac, Grand Rapids asked if there would be another opportunity for the public to give input on the proposed plat.

#### REPORTS/ANNOUNCEMENTS/UPDATES:

Mr. Trast announced there are two vacancies on the Planning Commission if anyone is interested in serving on the board.

#### ADJOURNMENT:

Motion by Commissioner Goggin, second by Commissioner Hubbes to adjourn the meeting at 5:05 p.m. The following voted in favor thereof: Hubbes, Goggin, MacGregor, Johnson. Opposed: None, passed unanimously.

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 3, 2022 AT 4:00 PM.

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

ATTEST:

\_\_\_\_\_  
Aurimy Groom, Recorder



**Minor Subdivision Application**  
Community Development Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744  
Tel. (218) 326-7601 Fax (218) 326-7621  
Web Site: www.cityofgrandrapidsmn.com

All subdivisions in the City of Grand Rapids shall be in compliance with the Grand Rapids City Code, Articles V (Subdivisions) and VI (Zoning). The City Code can be viewed on the City of Grand Rapids web site, www.cityofgrandrapidsmn.com (follow the prompts for City Code).

**PLAT NAME:** My Place Hotel - Maturi Addition

Applicant/Business Name: Legacy Design Group

Contact Person: Craig Larsen

Address: PO Box 1692, Bountiful, UT Zip: 84011-1692

Telephone:(Work) 605.725.5257 (Other) 801.599.0757 (Fax)

E-mail Address: craig@legacydesigngroup.net

Interest In Property: civil engineering consultant

Property Owner(s) of record: Maturi Properties LLC (Manager: Craig Maturi)

Address: 32407 Lakeview Drive, Grand Rapids, MN Zip: 55744

Telephone:(Work) 218.301.6567 (Other) (Fax)

Surveyor or Engineer: JPJ Engineering, Randy Morton, PLS

Address: 5670 Miller Trunk Hwy, Duluth, MN 55811

Telephone:(Work) 218.969.9890 (Other) (Fax)

E-mail Address: rmorton@jpjeng.com

**Office Use Only**

Date Received 1/7/2022 Certified Complete 1/10/2022 Fee Paid \$1,200

Does the subdivision boundary abut a state rail bank or established trunk highway (requiring road review):  Yes  No

Planning Commission Recommendation: Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date 2/3/22

City Council Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date 2/28/22

**Parcel Information:**

Tax Parcel #(s) 91-544-0110, 91-544-0111 Property Size(acres): 8.66 ac.

Number of Existing Lots: 2 Number of Proposed Lots: 4

Existing Zoning: GB - General Business Proposed Zoning\*1: no proposed change

Existing Use: vacant & Anytime Fitness Gym Proposed Use(s): Hotel, Anytime Fitness Gym  
future development, My Place

Property Address/Location: 110 Golf Course Rd & 1265 +/- S. Pokegama Ave; Grand Rapids, MN 55744

Legal Description: Township 55N Range 25W Section 28 - THAT PT OF HARTLEY ADDITION LOT 1 BLK 1 DESC AS FOLL: BEG AT NELY COR OF SAID LOT 1; TH S89°19'18"E ALG N LINE A DIST OF 222.26'; TH S0°27'18"W 374.87'; TH N89°19'18"W 222.26' TO THE WLY LINE OF LOT 1; TH N0°27'18"E ALG SAID WLY LINE 374.89' TO THE POB.

AND  
Township 55N Range 25W Section 28 - HARTLEY ADDITION LOT 1 BLK 1, LESS THAT PT DESC AS FOLL: BEG AT NELY COR OF SAID LOT 1; TH S89°19'18"E ALG N LINE A DIST OF 222.26'; TH S0°27'18"W 374.87'; TH N89°19'18"W 222.26' TO THE WLY LINE OF LOT 1; TH N0°27'18"E ALG SAID WLY LINE 374.89' TO THE POB.

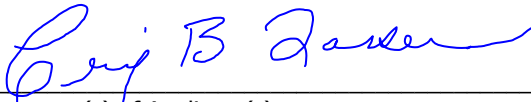
Does the proposed subdivision meet the following criteria:

- Does not require the dedication of rights of way or construction of new streets;
- Does not require the creation of any public utility easements other than the standard required easements of platted lots;
- Does not create a need for any public improvements;
- Does not landlock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;
- Does not fall within the corridors of any planned or proposed street as shown upon the official map or approved area plans; and
- Does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

Applications must be received no later than the end of the first week of the month, to allow sufficient time for review by staff and the department head review committee. Planning Commission meetings are held on the first Thursday of each month.

\*1 If a zoning change is required, a petition for rezoning must be filed separately.

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



Signature(s) of Applicant(s)

1/4/2022

Date



Owners Signature (if different than applicant)

1/5/2022

Date

**Required Submittals:** The following items must be provided with your application, unless the Director of Community Development waives the requirement.

- Application Fee - \$1,200.00 \*<sup>2</sup> **paying via credit card**
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)
- 2 copies of the Preliminary Plat (D- size--22" X 34") **arriving via UPS**
- 1 copy of the Preliminary Plat (B size—11" x 17") **arriving via UPS**
- A letter from the County Recorder verifying that the subdivision name is not duplicated elsewhere in the County.  
This request has been made to nicolle.zuenike@co.itasca.mn.us; letter will be provided when obtained. Letter anticipated to be received on Jan. 7, 2022
- A typed letter, addressed to the Grand Rapids Planning Commission, indicating the following:
  - A statement of the proposed use of all of the lots
  - A listing of any proposed protective covenants.
  - Proposed reapportionment of any existing assessments.
- A letter from the Itasca County Soil and Water Conservation District verifying the presence/or lack of wetlands.
- A copy of an updated Title Opinion or Title Insurance Policy showing proof of ownership of the property being subdivided.
- A copy of a current Assessment Certificate from the City Clerk showing whether or not there are any current assessments on the property.
- Copy of current year's Tax Statement.
- Electronic files of any written project statements, legal descriptions, or narratives, and plans in Microsoft Word format and pdf.

*\*<sup>2</sup>The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

Grand Rapids Planning Commission  
420 N. Pokegama Ave.  
Grand Rapids, MN 55744

December 28, 2021



RE: Minor Subdivision Application of MY PLACE HOTEL – MATURI ADDITION

Dear Planning Commission,

The purpose of this letter is to formally propose the above mentioned Minor Subdivision with the City of Grand Rapids. The property associated with this subdivision is currently vacant with the exception of Anytime Fitness located at 110 Golf Course Road. The proposed uses for this minor subdivision are the following:

- Lot 1: Anytime Fitness (existing)
- Lot 2: the future use is undetermined at this time
- Lot 4: the future use is undetermined at this time.
- Lot 3: My Place Hotel (proposed & under design)

Currently there are no covenants or assessments proposed for this minor subdivision and no reapportionment of existing easements. Current legal descriptions of the property proposed to be replatted are:

- Parcel 1: THAT PART OF THE HARTLEY ADDITION LOT 1 BLK 1 DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEASTERLY CORNER OF SAID LOT 1; THENCE S89°19'18"E ALONG THE NORTH LINE A DISTANCE OF 222.26'; THENCE S0°27'18"W 374.87'; THENCE N89°19'18"W 222.26' TO THE WESTERLY LINE OF LOT 1; THENCE N0°27'18"E ALONG SAID WESTERLY LINE 374.89' TO THE POINT OF BEGINNING.
- Parcel 2: THE HARTLEY ADDITION LOT 1 BLK 1 LESS THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEASTERLY CORNER OF SAID LOT 1 THENCE S89°19'18"E ALONG THE NORTH LINE A DISTANCE OF 222.26'; THENCE S0°27'18"W 374.87'; THENCE N89°19'18"W 222.26' TO THE WESTERLY LINE OF LOT 1; THENCE N0°27'18"E ALONG SAID WESTERLY LINE 374.89' TO THE POINT OF BEGINNING.

Thank you for your time and consideration,  
LEGACY DESIGN GROUP

Craig B. Larsen, P.E.  
President

*Itasca*  
SOIL AND WATER  
CONSERVATION DISTRICT



10/15/2021

Mr. Larsen:

Per your request I have reviewed the property within the proposed My Place Hotel project plans in regard to the presence of wetlands. Using the information you provided of the site, local knowledge of the site, and a desktop audit using current GIS resources I have determined that no wetlands exist within the proposed project plans.

If you have any questions regarding this determination, please feel free to contact me.

Thank you,



*Waylon Glienke*

**Wetland Specialist**

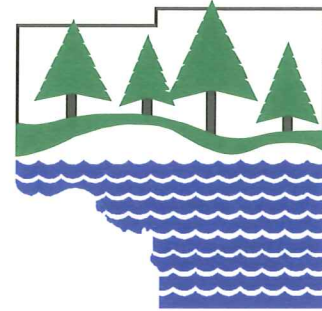
**1895 W. Hwy 2**

**Grand Rapids, MN 55744**

**218-326-5573**

**[waylon.glienke@itascaswcd.org](mailto:waylon.glienke@itascaswcd.org)**

**NICOLLE ZUEHLKE**  
**COUNTY RECORDER/REGISTRAR**  
Itasca County Courthouse  
123 N.E. 4th Street  
GRAND RAPIDS, MINNESOTA 55744-2600  
(218) 327-2856 • FAX (218) 327-0689



Item 19.

January 7<sup>th</sup>, 2022

Craig Larsen  
Legacy Design Group  
craig@legacydesigngroup.net

RE: Plat Name

Dear Craig,

Let it be known that there is no recorded plat in the office of the Itasca County Recorder or Itasca County Registrar of Titles in the name of "MY PLACE HOTEL MATURI ADDITION".

Sincerely,

A handwritten signature in black ink that reads "Nicolle Zuehlke". The signature is written in a cursive, flowing style.

Nicolle Zuehlke  
Itasca County Recorder/Registrar



ASSESSMENT CERTIFICATE

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

I, the Assistant Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

**Parcel No. 91-544-0110 & 91-544-0111**

**Legal Description: Hartley Addition, Lot 1 Blk 1, less that part described as follows: Beg at NEly Corner of said Lot 1;**

**And Harley Addition, That Part of Lot 1 Blk 1 described as follows: Beg at NEly Corner of said Lot 1**

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 28<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
Laura Pfeifer, Assist. Finance Director

# ITASCA COUNTY

Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids MN  
55744

218-327-2859  
www.co.itasca.mn.us

Property ID: 91-544-0110

Owner: MATURI PROPERTIES LLC

### Taxpayer(s):

TAXPAYER # 135376  
MATURI PROPERTIES LLC  
32407 LAKEVIEW DR  
GRAND RAPIDS MN 55744

### Property Description:

GRAND RAPIDS CITY  
SEC:28 TWP: 55.0 RG:25 LOT: BLK: ACRES: 11.55  
HARTLEY ADDITION  
LOT 1 BLK 1, LESS THAT PT DESC AS FOLL: BEG  
AT NELY COR OF SAID LOT 1; TH S89°19'18"E

# 2021 Property Tax Statement Item 19.

VALUES & CLASSIFICATION		
Taxes Payable Year: 2020		
		2021
STEP 1	Estimated Market Value:	755,600
		500,600
	Homestead Exclusion:	
	Taxable Market Value:	755,600
	New Improvements/ Expired Exclusions:	500,600
	Property Classification:	COMM
		COMM
	Sent in March 2020	
STEP 2	<b>PROPOSED TAX</b>	
	Proposed Tax: (excluding special assessments) Sent in November 2020	
STEP 3	<b>PROPERTY TAX STATEMENT</b>	
	First-half Taxes: May 17	9,554.00
	Second-half Taxes: October 15	9,554.00
	Total Taxes Due in 2021:	19,108.00

# \$\$\$

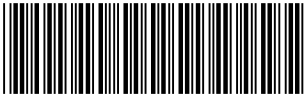
You may be eligible for one or even two refunds to reduce your property tax.

**REFUNDS?** Read the back of this statement to find out how to apply.

		Taxes Payable Year:	
		2020	2021
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.			
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.			
<b>PROPERTY TAX AND CREDITS</b>			
3. Property tax before credits		30,857.00	19,108.00
4. Credits that reduce property taxes:			
A. Agricultural and rural land credits			
B. Taconite tax relief			
C. Other credits			
5. Property tax after credits		30,857.00	19,108.00
<b>PROPERTY TAX BY JURISDICTION</b>			
6. County		7,195.48	4,477.96
7. City or Town		9,054.41	5,998.63
8. State General Tax		4,996.40	2,792.58
9. School District: A. Voter approved levies			
0318		713.06	413.13
B. Other local levies			
		2,822.38	1,739.47
10A. Special taxing district			
		32.74	20.05
B. Tax increment			
C. Fiscal disparity			
		6,042.53	3,666.18
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		30,857.00	19,108.00
<b>SPECIAL ASSESSMENTS</b>			
13A. SOLID WASTE ASSMT (COMMERCIAL-2)		225.00	
B.			
C.			
14. Total property tax and special assessments		31,082.00	19,108.00

ISSUED: 12/02/2021

## 2 ND HALF PAYMENT STUB



\*915440110

TAXPAYER # 135376  
MATURI PROPERTIES LLC

COMM ACCT# 85164

Property ID Number:	91-544-0110
Full Tax for Year	19,108.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 12/02/2021

10000009154401102021085164

000000000000000019108008

Pay on or before October 15 to avoid penalty  
**Real Estate ITASCA COUNTY**

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
County Auditor/Treasurer

Mail to: Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids MN  
55744

Check if address change on back   
If box is checked you owe delinquent taxes   
Detach stub and include with second half payment

Payable in **2021**

R

CASH   
CHECK   
COUNTER   
MAIL

## 1 ST HALF OR FULL PAYMENT STUB



\*915440110

TAXPAYER # 135376  
MATURI PROPERTIES LLC

COMM ACCT# 85164

Property ID Number:	91-544-0110
Full Tax for Year	19,108.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 12/02/2021

10000009154401102021085164

000000000000000019108008

Pay on or before May 17 to avoid penalty  
**Real Estate ITASCA COUNTY**

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
County Auditor/Treasurer

Mail to: Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids MN  
55744

Check if address change on back   
If box is checked you owe delinquent taxes   
Detach stub and include with first half or full payment

Payable in **2021**

R

CASH   
CHECK   
COUNTER   
MAIL

# ITASCA COUNTY

Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids MN  
55744

218-327-2859  
www.co.itsasca.mn.us

Property ID: 91-544-0111

Owner: MATURI PROPERTIES LLC

### Taxpayer(s):

TAXPAYER # 135376  
MATURI PROPERTIES LLC  
32407 LAKEVIEW DR  
GRAND RAPIDS MN 55744

### Property Description:

GRAND RAPIDS CITY  
SEC:28 TWP: 55.0 RG:25 LOT: BLK: ACRES: 1.91  
HARTLEY ADDITION  
THAT PT OF LOT 1 BLK 1 DESC AS FOLL: BEG AT  
NELY COR OF SAID LOT 1; TH S89°19'18"E ALG

# 2021 Property Tax Statement

Item 19.

VALUES & CLASSIFICATION		
Taxes Payable Year: 2020		
		2021
STEP 1	Estimated Market Value:	142,300
	Homestead Exclusion:	
	Taxable Market Value:	142,300
	New Improvements/Expired Exclusions:	715,000
	Property Classification:	453,800
	COMM	COMM
Sent in March 2020		
STEP 2	<b>PROPOSED TAX</b>	
	Proposed Tax: (excluding special assessments)	
	Sent in November 2020	
STEP 3	<b>PROPERTY TAX STATEMENT</b>	
	First-half Taxes: May 17	14,204.00
	Second-half Taxes: October 15	14,204.00
	Total Taxes Due in 2021:	28,408.00

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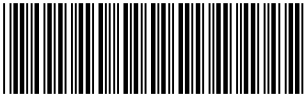
You may be eligible for one or even two refunds to reduce your property tax.

**REFUNDS?** Read the back of this statement to find out how to apply.

		Taxes Payable Year: 2020	2021
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.		<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.			
<b>PROPERTY TAX AND CREDITS</b>			
3. Property tax before credits		4,130.00	28,183.00
4. Credits that reduce property taxes:			
A. Agricultural and rural land credits			
B. Taconite tax relief			
C. Other credits			
5. Property tax after credits		4,130.00	28,183.00
<b>PROPERTY TAX BY JURISDICTION</b>			
6. County		1,069.99	6,551.21
7. City or Town		1,346.44	8,775.93
8. State General Tax		246.70	4,335.29
9. School District: A. Voter approved levies		106.03	604.40
0318 B. Other local levies		458.15	2,523.69
10A. Special taxing district		4.87	29.33
B. Tax increment			
C. Fiscal disparity		897.82	5,363.15
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		4,130.00	28,183.00
<b>SPECIAL ASSESSMENTS</b>			
13A. SOLID WASTE ASSMT (COMMERCIAL-2)			225.00
B.			
C.			
14. Total property tax and special assessments		4,130.00	28,408.00

ISSUED: 12/02/2021

## 2 ND HALF PAYMENT STUB



\*915440111

TAXPAYER # 135376  
MATURI PROPERTIES LLC

COMM ACCT# 86315

Property ID Number:	91-544-0111
Full Tax for Year	28,408.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 12/02/2021

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Pay on or before October 15 to avoid penalty  
**Real Estate ITASCA COUNTY**

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
County Auditor/Treasurer

Mail to: Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids MN  
55744

Check if address change on back  
If box is checked you owe delinquent taxes  
Detach stub and include with second half payment

Payable in 2021

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CASH   
CHECK   
COUNTER   
MAIL

## 1 ST HALF OR FULL PAYMENT STUB



\*915440111

TAXPAYER # 135376  
MATURI PROPERTIES LLC

COMM ACCT# 86315

Property ID Number:	91-544-0111
Full Tax for Year	28,408.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 12/02/2021

10000009154401112021086315

000000000000000028408003

Pay on or before May 17 to avoid penalty  
**Real Estate ITASCA COUNTY**

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
County Auditor/Treasurer

Mail to: Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids MN  
55744

Check if address change on back  
If box is checked you owe delinquent taxes  
Detach stub and include with first half or full payment

Payable in 2021

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CASH   
CHECK   
COUNTER   
MAIL