

Park Rapids
City Council
Agenda Packet
for
March 25, 2025
Regular Meeting

**PARK RAPIDS CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 25, 2025 6:00 PM
PARK RAPIDS CITY COUNCIL CHAMBERS
PARK RAPIDS, MINNESOTA**

Page

1. **CALL TO ORDER:** *The Pledge of Allegiance will be recited by all those present.*
2. **ROLL CALL:**
3. **APPROVE AGENDA:** *Councilmembers may add or delete items on the agenda at this time.*
4. **FINANCE:**
 - 4.1. Payables in the Amount of \$44,805.79 and Prepaids in the Amount of \$103,820.981
5. **CONSENT AGENDA:** *All items listed with an (*) are considered to be non-controversial by the staff, but not necessarily by the Council, and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember, City Staff or Citizen so requests, in which case, the item will be removed from the consent agenda and considered immediately following consent vote.*
 - *5.1. Proclaiming April 25th, 2025, as Arbor Day in the City of Park Rapids.....6
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 - *5.7. Amend Resolution #2025-59 Approve and Authorize Proper City Officials to Sign the Assignment of Lease Acceptance and Assumption of Lease for Four (4) City-Owned Irrigation Lots21
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6.	COMMENTS FROM CITIZENS: <i>Individuals have 3 minutes to discuss the topic they wish to bring to Councils' attention about any item not contained on the regular agenda. The Mayor will call you up to speak on your issue. The Council will take no official action on items discussed, with the exception of referral to staff for future report. If there are no comments, the City Council will continue with the regular agenda.</i>	
7.	PLANNING:	
7.1.	Resolution #2025-68 Approval of Variance to Allow for the Construction of a New Dwelling and Attached Garage in Place of an Existing Dwelling/Attached Garage/Patio with a Front Yard Setback of Approximately 16 ft for the Attached Garage and 31 ft for the Dwelling Where a 35 ft Setback is Required in an R-1 Single-Family Residential District at 14510 Eagle Pointe Dr PID #32.14.02000	38
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9. CITY ADMINISTRATOR COMMENTS:

10. DEPARTMENT HEAD UPDATES:

11. MINUTES/REPORTS/INFORMATION: *Some of the information included here is in draft form, and is subject to change.*

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11.2 Planning Commission106

12. COMMENTS FROM COUNCIL:

12.1 Kitchigami Library Board – Jeremy Engholm

12.2 HLDC – Liz Stone or Tim Little

12.3 HRA Board – Pat Mikesh

13. ADJOURNMENT:

Report Summary

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Fund	Payment Amount
100 - GENERAL	16,123.35
208 - AIRPORT	14,750.39
601 - WATER	9,927.84
602 - SEWER	3,924.54
609 - LIQUOR STORE	79.67
Grand Total:	44,805.79

Account Summary

Account Number	Account Name	Payment Amount
100-41200-50242	OTHER PROFESSIONAL S...	21.25
100-41200-50243	OTHER CONTRACTUAL S...	20.73
100-41600-50300	LEGAL EXPENSE-CIVIL	1,091.25
100-41910-50243	OTHER CONTRACTUAL S...	718.23
100-41940-50223	MAINTENANCE & REPAIR..	315.85
100-41940-50510	CAPITAL OUTLAY - GENE...	166.49
100-42100-50212	VEHICLE OPERATIONS - ...	1,284.49
100-42100-50243	OTHER CONTRACTUAL S...	20.72
100-42200-50212	VEHICLE OPERATIONS - ...	445.57
100-42200-50243	OTHER CONTRACTUAL S...	20.72
100-42200-50308	TRAINING	650.00
100-43000-50210	OPERATING SUPPLIES	80.00
100-43000-50212	VEHICLE OPERATIONS - ...	1,269.80
100-43000-50221	MAINTENANCE & REPAIR..	2,980.96
100-43000-50226	MAINTENANCE & REPAIR..	133.48
100-43000-50240	MINOR EQUIPMENT	39.95
100-43000-50243	OTHER CONTRACTUAL S...	20.73
100-43000-50306	TESTING FEES (PERSONN...	175.00
100-43124-50212	VEHICLE OPERATIONS - ...	16.75
100-43125-50212	VEHICLE OPERATIONS - ...	927.65
100-43125-50232	STREET MAINTENANCE ...	1,846.87
100-43160-50221	MAINTENANCE & REPAIR..	3,130.60
100-45200-50212	VEHICLE OPERATIONS - ...	318.34
100-45200-50222	MAINTENANCE & REPAIR..	392.92
100-45200-50306	TESTING FEES (PERSONN...	35.00
208-44000-50212	VEHICLE OPERATIONS - ...	960.17
208-44000-50221	MAINTENANCE & REPAIR..	95.00
208-44000-50243	OTHER CONTRACTUAL S...	20.72
208-44000-50510	CAPITAL OUTLAY - GENE...	13,674.50
601-49400-50210	OPERATING SUPPLIES	3,625.74
601-49400-50212	VEHICLE OPERATIONS - ...	328.47

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Account Number	Account Name	Payment Amount
601-49400-50216	CHEMICALS	2,027.00
601-49400-50243	OTHER CONTRACTUAL S...	20.73
601-49400-50300	LEGAL EXPENSE-CIVIL	168.75
601-49400-50306	TESTING FEES (PERSONN...	35.00
601-49400-50510	CAPITAL OUTLAY - GENE...	3,722.15
602-49450-50210	OPERATING SUPPLIES	405.33
602-49450-50212	VEHICLE OPERATIONS - ...	328.48
602-49450-50221	MAINTENANCE & REPAIR..	237.50
602-49450-50223	MAINTENANCE & REPAIR..	2,560.00
602-49450-50243	OTHER CONTRACTUAL S...	20.73
602-49450-50300	LEGAL EXPENSE-CIVIL	337.50
602-49450-50306	TESTING FEES (PERSONN...	35.00
609-49750-50231	JANITORIAL EXPENSE	58.94
609-49750-50243	OTHER CONTRACTUAL S...	20.73
Grand Total:		44,805.79

Project Account Summary

Project Account Key	Payment Amount
None	44,805.79
Grand Total:	44,805.79

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Fund	Payment Amount
100 - GENERAL	10,747.17
110 - K-9 FUND	-114.17
208 - AIRPORT	1,017.38
601 - WATER	462.65
602 - SEWER	815.15
609 - LIQUOR STORE	89,065.83
651 - STORMWATER UTILITY	11.26
703 - PW/SAFETY BLDG INT. SVC F	1,212.50
876 - LIBRARY (SEPARATE FUND)	603.21
Grand Total:	103,820.98

Account Number	Account Name	Payment Amount
100-41200-50321	TELECOMMUNICATIONS...	501.82
100-41200-50322	POSTAGE/SHIPPING	38.79
100-41200-50413	RENTS & LEASES - EQUI...	92.38
100-41200-50435	MEETINGS AND CONFER...	937.32
100-41910-50322	POSTAGE/SHIPPING	15.76
100-41910-50413	RENTS & LEASES - EQUI...	61.58
100-41940-50231	JANITORIAL EXPENSE	15.84
100-41940-50381	ELECTRIC UTILITIES	28.00
100-41940-50383	GAS UTILITIES	681.61
100-42100-50221	MAINTENANCE & REPAIR..	59.98
100-42100-50231	JANITORIAL EXPENSE	21.08
100-42100-50243	OTHER CONTRACTUAL S...	193.38
100-42100-50321	TELECOMMUNICATIONS...	756.88
100-42100-50322	POSTAGE/SHIPPING	42.06
100-42100-50413	RENTS & LEASES - EQUI...	15.39
100-42200-50210	OPERATING SUPPLIES	28.40
100-42200-50222	MAINTENANCE & REPAIR..	447.67
100-42200-50223	MAINTENANCE & REPAIR..	7.18
100-42200-50243	OTHER CONTRACTUAL S...	15.39
100-42200-50321	TELECOMMUNICATIONS...	83.58
100-42200-50322	POSTAGE/SHIPPING	18.79
100-42200-50323	COMMUNICATION/RAD...	88.14
100-42200-50383	GAS UTILITIES	869.13
100-42400-50210	OPERATING SUPPLIES	33.98
100-42400-50308	TRAINING	1,000.00
100-42400-50321	TELECOMMUNICATIONS...	61.78
100-42410-50322	POSTAGE/SHIPPING	69.10

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Account Summary

Account Number	Account Name	Payment Amount
100-43000-50118	ALLOWANCES - UNIFORM	39.99
100-43000-50210	OPERATING SUPPLIES	140.97
100-43000-50221	MAINTENANCE & REPAIR...	78.79
100-43000-50306	TESTING FEES (PERSONN...	12.50
100-43000-50322	POSTAGE/SHIPPING	23.03
100-43000-50413	RENTS & LEASES - EQUI...	15.39
100-43124-50221	MAINTENANCE & REPAIR...	23.38
100-43160-50381	ELECTRIC UTILITIES	3,254.51
100-45200-50212	VEHICLE OPERATIONS - ...	31.49
100-45200-50221	MAINTENANCE & REPAIR...	5.94
100-45200-50322	POSTAGE/SHIPPING	7.28
100-45200-50381	ELECTRIC UTILITIES	28.66
100-45200-50413	RENTS & LEASES - EQUI...	15.39
100-45500-50231	JANITORIAL EXPENSE	7.20
100-45500-50383	GAS UTILITIES	877.64
110-42106-50210	OPERATING SUPPLIES	-114.17
208-44000-50212	VEHICLE OPERATIONS - ...	11.69
208-44000-50221	MAINTENANCE & REPAIR...	619.50
208-44000-50322	POSTAGE/SHIPPING	92.17
208-44000-50383	GAS UTILITIES	278.63
208-44000-50413	RENTS & LEASES - EQUI...	15.39
601-49400-50322	POSTAGE/SHIPPING	168.52
601-49400-50413	RENTS & LEASES - EQUI...	161.96
601-49400-50435	MEETINGS AND CONFER...	132.17
602-49450-50322	POSTAGE/SHIPPING	168.52
602-49450-50323	COMMUNICATION/RAD...	176.29
602-49450-50381	ELECTRIC UTILITIES	308.38
602-49450-50413	RENTS & LEASES - EQUI...	161.96
609-49750-50210	OPERATING SUPPLIES	61.15
609-49750-50231	JANITORIAL EXPENSE	110.79
609-49750-50250	MERCHANDISE FOR RE...	86,478.75
609-49750-50321	TELECOMMUNICATIONS...	47.76
609-49750-50322	POSTAGE/SHIPPING	73.35
609-49750-50333	FREIGHT & EXPRESS	1,541.88
609-49750-50345	ADVERTISING EXPENSE	365.00
609-49750-50383	GAS UTILITIES	325.57
609-49750-50413	RENTS & LEASES - EQUI...	61.58
651-49770-50221	MAINTENANCE & REPAIR...	11.26
703-49800-50231	JANITORIAL EXPENSE	177.86
703-49800-50383	GAS UTILITIES	1,034.64
876-45500-50210	OPERATING SUPPLIES	300.72
876-45500-50243	OTHER CONTRACTUAL S...	217.79

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Account Summary

Account Number	876-45500-50321	Account Name	TELECOMMUNICATIONS...	Payment Amount	84.70
		Grand Total:		103,820.98	

Project Account Summary

Project Account Key	**None**	Payment Amount	103,820.98
		Grand Total:	103,820.98

**PROCLAIMING
APRIL 25th, 2025, AS ARBOR DAY
IN THE CITY OF PARK RAPIDS**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, trees and forests improve our physical health by cleaning the air, reducing exposure to the sun's UV rays, and decreasing temperatures during the summertime; and,

WHEREAS, childhood asthma rates are lower in urban communities that have a higher density of trees; and,

WHEREAS, trees and forests improve our mental health by reducing stress and increasing concentration; and,

WHEREAS, in 50 years, one tree provides \$62,000 worth of air pollution control; and,

WHEREAS, forests create high-quality drinking water by acting as a natural filter; and,

WHEREAS, getting a daily dose of trees is healthy for all Minnesotans; and,

WHEREAS, each year, on the last Friday in April, and throughout the month of May, Minnesotans pay special tribute to rural and community trees and all the natural resources, and dedicate themselves to the continued vitality of our state's forests.

NOW, THEREFORE, I, Liz Stone, Vice Mayor of Park Rapids, do hereby proclaim Friday, April 25th, 2025, as:

ARBOR DAY
in the City of Park Rapids.

Motion by _____, seconded by _____.

The City Council of Park Rapids unanimously supports this Proclamation.

Adopted this 25th day of March 2025.

[seal]

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

RESOLUTION #2025-62

**APPROVE MINNESOTA LAWFUL GAMBLING
LG220 APPLICATION FOR EXEMPT PERMIT FOR
THE PARK RAPIDS CLAY DUSTERS, INC**

WHEREAS, the Park Rapids City Council has determined that the said permit would not be detrimental to the public interests of the Citizens of Park Rapids; and,

WHEREAS, the Minnesota Lawful Gambling Permit LG220 is being requested for the purpose of conducting a raffle by the Park Rapids Clay Dusters, on October 4th, 2025, at the American Legion, 900 First Street East, in the City of Park Rapids; and,

WHEREAS, proceeds from the event will be used for charitable purposes by the Park Rapids Clay Dusters.

NOW, THEREFORE BE IT RESOLVED, that the aforesaid Minnesota Lawful Gambling Application LG220 for the Park Rapids Clay Dusters be and the same hereby is approved, with no waiting period.

The foregoing resolution was moved by Councilmember _____ seconded by
Councilmember _____

The following Councilmembers voted in favor:

The following Councilmembers voted nay:

The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

RESOLUTION #2025-63

**APPROVE TEMPORARY ON SALE LIQUOR LICENSE
TO THE PARK RAPIDS LAKES AREA
CHAMBER OF COMMERCE IN THE CITY OF PARK RAPIDS**

WHEREAS, the Park Rapids Lakes Area Chamber of Commerce is sponsoring an event known as “Summer Sip Off” on May 17th, 2025, at the Ted O’Johnson Ice Arena, 204 Helten Avenue, in the City of Park Rapids; and,

WHEREAS, Derek Ricke, on behalf of the Park Rapids Lakes Area Chamber of Commerce & Tourism, has applied for the temporary on sale liquor license to operate a full-service bar during this social event, and provided liquor liability insurance documentation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Park Rapids, Hubbard County, Minnesota, approves the temporary on sale liquor license application for May 17th, 2025, for the Park Rapids Lakes Area Chamber of Commerce & Tourism, at the Hubbard County Fairgrounds, in the City of Park Rapids, to be used to operate a full-service bar.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:

The following Councilmembers voted nay:

The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

RESOLUTION #2025-64

**DENY REVOLVING LOAN
BY AND BETWEEN DRAGONFLY HOME DÉCOR & GIFTS
AND THE CITY OF PARK RAPIDS AS RECOMMENDED
BY THE ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City’s Revolving Loan Fund Committee met on March 6th, 2025, and the Economic Development Authority met on March 11th, 2025, and after careful consideration of the application and supporting documentation, are recommending that the city deny a revolving loan in the amount of \$121,000.00 to Dragonfly Home Décor & Gifts..

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Park Rapids, County of Hubbard, and State of Minnesota. The \$121,000.00 revolving loan request from Dragonfly Home Décor & Gifts shall be denied.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

RESOLUTION #2025-65

ORDER THE IMPROVEMENT AND PREPARATION OF PLANS FOR THE CENTRAL AVENUE (CSAH 1) WATERMAIN, SANITARY SEWER, AND STREET IMPROVEMENT PROJECT IN THE CITY OF PARK RAPIDS

WHEREAS, it is proposed, in conjunction with Hubbard County, to improve Central Avenue (CSAH 1) between State Highway 34 North and the Northern boundary of Park Rapids City limits; King Street West of Central Avenue to Fishhook River; Grove Avenue, North of State Highway 34 to King Street; and East River Road approximately 350 feet west of Central Avenue, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Park Rapids, Hubbard County, Minnesota:

That the proposed improvement, called Improvement No. 2025-1 be referred to Apex Engineering Group for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Apex Engineering Group is hereby designated as the engineer for this improvement, and Apex Engineering Group shall prepare plans and specifications for the making of such improvement.

The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:

The following Councilmembers voted nay:

The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

RESOLUTION #2025-66

**AUTHORIZE PROPER CITY OFFICIALS
TO EXECUTE AMENDMENT NO. 1 TO TOWER SITE
LEASE AGREEMENT BY AND BETWEEN TOWER CO
AND THE CITY OF PARK RAPIDS**

THEREFORE, BE IT RESOLVED, that the City Council of the City of Park Rapids, Hubbard County, Minnesota, does hereby authorize the Mayor, on behalf of the City of Park Rapids, to execute Amendment No. 1 to Tower Site Lease Agreement with Tower Co to extend the length of the agreement for the property at the Second Street City Hall Tower Site.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____.

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Administration	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Approve Lease Amendment No. 1 with Tower Co	

Summary

Approve Lease Amendment No. 1 with Tower Co for cell tower lease at Park Rapids City Hall.

Background Information:

The City of Park Rapids has a cell tower lease agreement with Tower Co for a cell tower located at 212 2nd Street West, Park Rapids City Hall. Tower Co has requested an extension of said lease. The original request was brought to the City Council at a work session on February 25th, 2025 where it was recommended to negotiate with Tower Co for a lesser length of time than requested. Originally the requested was for approximately 40 years. The recommendation was to negotiate for an additional 20 years. Tower Co has agreed to the 20-year term.

Council Action Recommendation:

Approve and Authorize proper city official to sign Lease amendment No. 1 with Tower Co for cell tower lease at Park Rapids City Hall, 212 2nd Street.

Funding Source(s): N/A

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (this “**Amendment**”) is entered into as of the later of the signature dates below by and between CITY OF PARK RAPIDS, a Minnesota municipal corporation (“**Lessor**”) and TOWERCO 2013 LLC, a Delaware limited liability company (“**Lessee**”).

RECITALS

WHEREAS, Lessor and Lessee, entered into that certain Land Lease Agreement dated July 13, 2016 (the “**Agreement**”), for certain real property and easements and/or licenses (collectively, the leased property and easements/licenses are referred to herein as the “**Premises**”), which are a portion of that certain parcel of real property located in the City of Park Rapids, County of Hubbard, State of Minnesota, as more particularly described in the Agreement (the “**Property**”). A recorded Memorandum of Agreement dated August 15, 2016 and recorded on August 22, 2016 as Instrument Number A000386218 of the official records of Hubbard County, Minnesota provides notice of the Agreement (the “**Memorandum**”).

WHEREAS, the Agreement has an original term, including all Extension terms, that would terminate on November 30, 2041 (“**Original Term**”), and Lessor and Lessee desire to amend the term of the Agreement to provide for additional extension terms (each a “**Extension Term**”) beyond the Original Term, and provide for certain other changes as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term Extensions.** Section 4 of the Agreement is amended by deleting the first sentence in its entirety and replacing it with the following:

“This Agreement shall automatically be extended for eight (8) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.”

Subject to the terms of the Agreement, and assuming the exercise by Lessee of all extension options currently in the Agreement, the final expiration date of the Agreement would be **November 30, 2061**.

2. **Annual Termination.** Section 25(c) of the Agreement amended by deleting it in its entirety and replacing it with the following:

“Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement provided that twelve (12) months prior written notice is given to the LESSOR pursuant to Paragraph 22; LESSEE shall be entitled to reimbursement of any prepaid rent.”

3. ***Additional Extensions.*** Section 5 of the Agreement is hereby deleted in its entirety.

4. ***Counterparts.*** This Amendment may be executed in counterparts, each of which shall be an original and which together shall constitute one instrument. The parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.

5. ***Agreement in Full Force.*** Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall govern and control. The covenants, representations and conditions in the Agreement are mutual and dependent.

6. ***Recording of Agreement.*** Lessor shall execute, upon request of Lessee, a memorandum of the Agreement or an amendment to any existing Memorandum, which shall be recorded by Lessee within the jurisdiction in which the Premises is located.

7. ***Defined Terms.*** Unless otherwise defined, all defined terms used in this Amendment shall have the meanings ascribed to them under the Agreement.

8. ***Successors and Assigns.*** Upon full execution by Lessee and Lessor, this Amendment (a) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers, heirs, personal representatives, and trustees; and (b) may be modified or amended only by a written agreement executed by each of the parties.

9. ***Non-Binding Until Fully Executed.*** This Amendment is for discussion purposes only and does not constitute a formal offer by either party. This Amendment is not and will not be binding on either party until and unless it is fully executed by both parties.

10. ***Recitals.*** The recitals at the beginning of this Amendment, and any exhibits attached hereto, are incorporated in and made a part of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the later of the signature dates below.

LESSOR:
CITY OF PARK RAPIDS, a Minnesota
municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:
TOWERCO 2013 LLC, a Delaware limited
liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

Prepared by David Hasenauer and Return to:
TowerCo
5000 Valleystone Drive, Suite 200
Cary, NC 27519
919-653-5700

Parcel No: 32.37.06208
Cross Reference: Memorandum of Agreement
recorded on August 22, 2016 as Instrument
Number A000386218

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

AMENDED MEMORANDUM OF LAND LEASE AGREEMENT

THIS AMENDED MEMORANDUM OF LAND LEASE AGREEMENT (the "**Amended Memorandum**") is entered into as of the later of the signature dates below by and between CITY OF PARK RAPIDS, a Minnesota municipal corporation, with an address of 212 West 2nd Street, Park Rapids, MN 56470 ("**Lessor**") and TOWERCO 2013 LLC, a Delaware limited liability company, with an address of 5000 Valleystone Drive, Suite 200, Cary, NC 27519 ("**Lessee**").

WHEREAS, Lessor and Lessee entered into a Land Lease Agreement dated July 13, 2016 (the "**Agreement**"), for certain real property and easements and/or licenses (collectively, the leased property and easements/licenses are referred to herein as the "**Premises**"), which are a portion of that certain parcel of real property located in the City of Park Rapids, County of Hubbard, State of Minnesota, as more particularly described in the Agreement (the "**Property**"). A recorded Memorandum of Agreement dated August 15, 2016 and recorded on August 22, 2016 as Instrument Number A000386218 of the official records of Hubbard County, Minnesota provides notice of the Agreement and a description of the Premises (the "**Memorandum**").

WHEREAS, the Agreement has an original term, including all Extension Terms (as defined in the Agreement), that would terminate on November 30, 2041 ("**Original Term**"), and

Lessor and Lessee have entered into an amendment to the Agreement (the “**Amendment**”) dated at or about the date hereof, and do hereby desire to amend the Memorandum by recording this Amended Memorandum to reflect certain of the changes provided for in the Amendment, as more particularly set forth herein.

NOW THEREFORE, Pursuant to the terms of, and for that consideration recited in, the Amendment, the parties have amended certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. **Expiration Date:** Subject to the terms of the Agreement, and assuming the exercise by Lessee of all extension options currently in the Agreement, the final expiration date of the Agreement would be November 30, 2061. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to extend the term of the Agreement.

2. **Other.** This Amended Memorandum contains only selected provisions of the Amendment, and reference is made to the full text of the Agreement and the Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Amendment and this Amended Memorandum, the terms and conditions of the Agreement and the Memorandum remain in full force and effect. This document may be executed in two or more counterparts, each of which shall be treated as a fully executed original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A
The Property

LOTS TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), AND TWENTY-FOUR (24), BLOCK SIX (6), ORIGINAL TOWNSITE OF PARK RAPIDS, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR HUBBARD COUNTY, MINNESOTA.

32.37.06208

AMENDED

RESOLUTION #2025-59

APPROVE AND AUTHORIZE PROPER CITY OFFICIALS TO SIGN THE ASSIGNMENT OF LEASE ACCEPTANCE AND ASSUMPTION OF LEASE FOR ~~THE FIVE~~ FOUR CITY OWNED IRRIGATION LOTS

WHEREAS, the City of Park Rapids held a bid opening on February 1st, 2024 to award lease agreements for the five (5) City owned irrigation lots and the leases were awarded to River’s Edge Cattle Company; and,

WHEREAS, Andy Schauer of River’s Edge Cattle Company has informed the City that he is unable to continue farming four of these lands lots and has requested to sublease to the previous lot tenant, Alex Bishop Farms, with all lease terms and cost remaining the same. River’s Edge Cattle Company will continue to farm Irrigation Site #2 and pay remit rent payment for the Irrigation Site #2.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Park Rapids, County of Hubbard, State of Minnesota, hereby approves and authorizes City staff to sign the Assignment of Lease Acceptance and Assumption of Lease for ~~the five (5)~~ four (4) City owned irrigation lots removing Site #2.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:

The following Councilmembers voted nay:

The following Councilmember absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Administration	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Amend Resolution #2025-59	

Summary

Amend Resolution #2025-59 relating to Irrigation Farm leases to remove irrigation site #2.

Background Information:

The City of Park Rapids agreed to allow a transfer of assignment of leases on March 11th. During discussions with the current lease holder there was a request to withdraw one of the leases (Site #2) so he may maintain the land and the other 4 leases would transfer.

Council Action Recommendation:

Amend Resolution #2025-59 to remove site #2 from the original lease agreement transfer.

Funding Source(s): N/A

LESSEE ASSIGNMENT OF LEASE
ACCEPTANCE AND ASSUMPTION OF LEASE OBLIGATIONS
CONSENT TO ASSIGNMENT

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Rivers Edge Cattle Company, LLC, a Minnesota limited liability company, of 15155 Dads Drive, Park Rapids, MN 56470, Tenant, Lessee and Assignor hereby sells, assigns and transfers unto Alex Bishop, of 57239 Sartain Street, Park Rapids, MN 56470, the Tenant's and Lessee's interest in those certain five (5) Leases described herein, made by the City of Park Rapids, Minnesota, a Minnesota municipal corporation, as Landlord and Lessor and by Rivers Edge Cattle Co., Andrew Schauer, Manager, as Tenant and Lessee:

1. Cash Farm Lease for City Irrigation Site No. 1 dated February 13, 2024, effective January 1, 2024 through December 31, 2026, Hubbard County tax parcel number 27.33.04000 in the Southwest Quarter of Section 33, Township 140, Range 35.
3. Cash Farm Lease for City Irrigation Site No. 3 dated February 13, 2024, effective January 1, 2024 through December 31, 2026, Hubbard County tax parcel number 32.27.04000 in the Southwest Quarter of Section 27, Township 140, Range 35 also 32.99.03000 airport.
4. Cash Farm Lease for City Irrigation Site No. 4 dated February 13, 2024, effective January 1, 2024 through December 31, 2026, Hubbard County tax parcel number 32.27.03001 in the Southeast Quarter of Section 27, Township 140, Range 35.
5. Cash Farm Lease for City Irrigation Site No. 5 dated February 13, 2024, effective January 1, 2024 through December 31, 2026, Hubbard County tax parcel number 27.33.03000 in the Southeast Quarter of Section 33, Township 140, Range 35 and Hubbard County Tax Parcel Number 27.99.00700.

Subject to all the covenants of Assignor in said Lease.

River's Edge Cattle Company, LLC, Tenant, Lessee, Assignor

By: Andrew Schauer
Its: Manager

STATE OF MINNESOTA)
)ss
COUNTY OF HUBBARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Andrew Schauer, Manager of Rivers Edge Cattle Company, LLC, a Minnesota limited liability company, on behalf of the company, Assignor.

NOTARY PUBLIC

Notary Public
My commission expires:

ACCEPTANCE

Alex Bishop, Assignee, in consideration of the assignment described herein, acknowledges acceptance of this assignment and agrees to assume and perform all duties, obligations and covenants of the above described Leases made by the City of Park Rapids, Minnesota, as Landlord and Lessor, and by Rivers Edge Cattle Company, LLC, a Minnesota limited liability company, as Tenant, Lessee and Assignor.

Alex Bishop, Assignee

STATE OF MINNESOTA)
)ss
COUNTY OF HUBBARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Alex Bishop, Assignee.

NOTARY PUBLIC

Notary Public
My commission expires:

CONSENT

The City of Park Rapids, Minnesota, a Minnesota municipal corporation, Landlord and Lessor, hereby acknowledges and consents to the assignment described herein of the Tenant’s and Lessee’s interest in those certain Leases identified and described herein, made by the City of Park Rapids, Minnesota, a

Minnesota municipal corporation, as Landlord and Lessor, and by Rivers Edge Cattle Company, LLC, a Minnesota limited liability company, as Tenant and Lessee to Alex Bishop, Assignee.

By: Pat Mikesh
Its: Mayor

By: Berit Score
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HUBBARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Pat Mikesh, as Mayor and by Berit Score, City Clerk, on behalf of the City of Park Rapids, Minnesota, a Minnesota municipal corporation, Landlord and Lessor.

NOTARIAL STAMP OR SEAL

Notary Public
My commission expires:

THIS INSTRUMENT WAS DRAFTED BY:

Charles J. Ramstad
RAMSTAD, SKOYLES, WINTERS & BAKKEN, P.A.
Attorneys at Law
114 Holmes Street West
Detroit Lakes, MN 56501
(218) 847-5653

RESOLUTION #2025-67

**APPOINTING LARRY NOVAK TO SERVE ON THE
PARKS AND BEAUTIFICATION COMMITTEE**

WHEREAS, it is the Council’s desire to re-appoint Larry Novak to serve the remainder of a three (3) year term on the Park Rapids Parks and Beautification Committee; and,

WHEREAS, his three (3) year term will begin on March 25, 2025 and expire on December 31st, 2027.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Park Rapids, County of Hubbard, State of Minnesota, to appoint Larry Novak to the Parks and Beautification Committee for a remainder of a three (3) year term, to begin on March 25, 2025 and to expire on December 31st, 2027.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

City of
Park Rapids

**Request for
 Council Action**

<u>Originating Source:</u> Public Works/Accounting	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Authorize payment in the amount of \$3,359.35 for Ferguson Waterworks for the purchase of supplies for the water and sewer departments.	

Summary:

An invoice was received from Ferguson Waterworks (0514575) for water and sewer supplies for the year (spring order). These supplies were brought to the Finance Committee on February 10, 2025, and recommended for approval.

Background Information:

This is a budgeted expense.

Council Action Recommendation:

Authorize payment to Ferguson Waterworks in the amount of \$3,359.35 for this invoice.

Funding Source(s):

E601-49400-50210 WATER FUND/WATER DEPT./OPERATING SUPPLIES
 WATER/SEWER FUNDS OPERATING SUPPLIES

City of
Park Rapids

**Request for
 Council Action**

<u>Originating Source:</u> Public Works/Accounting	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Authorize payment in the amount of \$3,572.15 for Ferguson Waterworks for the purchase of Neptune 360 Professional service and Neptune 360 AMR 1001-2500 annual subscription (1771).	

Summary:

An invoice was received from Ferguson Waterworks (0513175) for the Neptune 360 Professional service and Neptune AMR 1001-2500 annual subscription (2772) for the period of 3/1/25-2/28/26. This is the meter reading software.

Background Information:

This is a budgeted expense.

Council Action Recommendation:

Authorize payment to Ferguson Waterworks in the amount of \$3,572.15 for this invoice.

Funding Source(s):

E601-49400-50510 WATER FUND/WATER DEPT./CAPITAL OUTLAY - GENERAL WATER/SEWER FUNDS OPERATING SUPPLIES

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Public Works/Accounting	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Approve payment in the amount of \$2,560 for invoice #1351 from Girtz Excavating.	

Summary:

Girtz Excavating has submitted an invoice (1351) in the amount of \$2,560 for the excavation and repair of the water main break on Court Ave. between First and Second Street. This billing includes both machine (2 machines) and labor time.

Background

Council Action Recommendation:

Approve payment of invoice #1351 in the amount of \$2,560 to Girtz Excavating.

Funding Source(s):

601-49400-50221: WATER/WATER/MAINT. & RPR-EQUIPMENT

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Public Works/Accounting	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Approve payment in the amount of \$2,027 for invoice #7009156 from Hawkins, Inc.	

Summary:

Hawkins, Inc. has submitted an invoice (7009156) totaling \$2,027 for the purchase of Azone 15, fuel surcharge, and freight. This chemical is involved in the water treatment process.

Background:

Council Action Recommendation:

Approve payment of invoice #7009156 in the amount of \$2,027 to Hawkins, Inc. for water treatment chemicals.

Funding Source(s):

601-49400-50216 WATER FUND/WATER DEPT./CHEMICALS

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Public Works/Accounting	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Approve payment in the amount of \$3,130.60 to Hoffman Electric Inc. for invoice #43160.	

Summary:

Hoffman Electric Inc. has submitted an invoice (43160) for payment in an amount of \$3,130.60 for the labor, LEDs, boom truck usage, and other parts involved in the retrofitting of eight street lights: 1 at Adv. Auto, 1 on Second Street, 2 on Third Street, 1 out from Enjoy, 1 at Gartner, 2 on Pleasant.

Background Information:

Council Action Recommendation:

Approve payment to Hoffman Electric Inc. in the amount of \$3,130.60 for invoice listed above.

Funding Source(s):

100-43160-50221: GEN. FUND/STREET LIGHTING/MAINT. AND REPAIR - EQUIPMENT

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Administration/Accounting	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Approve payment in the total amount of \$1,428.75 for invoices #15548 from Ramstad, Skoyles, Winters & Bakken, PA.	

Summary:

Ramstad, Skoyles, Winter & Bakken, P.A. has submitted an invoice (15548) totaling \$1,428.75 for their services on general municipal legalities.

Background:

Council Action Recommendation:

Approve payment of invoice #15548 in the amount of \$1,428.75 to Ramstad, Skoyles, Winter & Bakken, P.A. for their professional services rendered.

Funding Source(s):
 100-41600-50300 GEN FUND/CITY ATTORNEY/LEGAL EXP-CIVIL
 601-49400-50300 WATER/WATER/LEGAL EXP-CIVIL
 602-49450-50300 SEWER/SEWAGE COLLECTION & DISPOSAL/LEGAL EXP-CIVIL
 100-41910-50243 GEN FUND/PLANNING & ZONING/OTHER CONTRACTURAL SRVCS

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> AIRPORT/Accounting	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> Consent	<u>Item Topic:</u> Approve payment in the amount of \$13,674.50 to TKDA for Professional Services listed below.	

Summary:

TDKA has submitted the following invoices for professional services in connection with the taxilane reconstruction project at the Park Rapids Municipal Airport. Their records indicate work was done in accordance with a professional services contract agreement dated January 1, 2024, and as accepted by authorization signed on February 12, 2025.

Invoice No.	Project	Amount	Account No.	Previously Paid	Svc Period
2025000668	PR Terminal Area Taxilane Reconstruction	13,674.50	208-44000-50510		01/26-02/22/25
		<u>\$ 13,674.50</u>			

Background Information:

Council Action Recommendation:

Funding Source(s):

208-44000-50510 AIRPORT-CAPITAL OUTLAY (GENERAL)

PUBLIC FACILITIES USE PERMIT

Pursuant to the direction of the Council of the City of Park Rapids, County of Hubbard, State of Minnesota, and the payment of a fee of **\$10.00**

THIS PERMIT IS ISSUED TO:

Park Rapids Lakes Area Chamber of Commerce

FOR:

Water Wars

to hold, give, and conduct a public event in that certain building or place in the City of Park Rapids, County of Hubbard, State of Minnesota known and described as follows:

**Thursday, August 7th, 2025, 3:00 p.m. to 7 p.m.
Third Block of Main Avenue**

subject to the following conditions:

Permission from the City Council of the City of Park Rapids has been granted prior to the event, and approved by the Council on March 25th, 2025. All the laws of the State of Minnesota, and the City of Park Rapids, relating to the conduct of public events are to be observed.

Witness my hand and the Corporate Seal of the said City of Park Rapids, this 25th day of March 2025.

(SEAL)

Berit Score, City Clerk

Jeff Appel, Police Chief

TO BE POSTED OR HAVE ON PERSON DURING EVENT

PUBLIC FACILITIES USE PERMIT

Pursuant to the direction of the Council of the City of Park Rapids, County of Hubbard, State of Minnesota, and the payment of a fee of **\$10.00**

THIS PERMIT IS ISSUED TO:

Park Rapids Lakes Area Chamber of Commerce

FOR:

***Christmas Tree Lighting Ceremony
and Yuletide Sampler***

to hold, give, and conduct a public event in that certain building or place in the City of Park Rapids, County of Hubbard, State of Minnesota known and described as follows:

Second Block of Main Avenue

Upon this date and time as follows:

Friday, November 28th, 2025, 3:00 p.m. to 8:00 p.m.

subject to the following conditions:

Permission from the City Council of the City of Park Rapids has been granted prior to the event, and approved by the Council on March 25th, 2025. All the laws of the State of Minnesota, and the City of Park Rapids, relating to the conduct of public events are to be observed.

Witness my hand and the Corporate Seal of the said City of Park Rapids, this 25th day of March 2025.

(SEAL)

Berit Score, City Clerk

Jeff Appel, Police Chief

TO BE POSTED OR HAVE ON PERSON DURING EVENT

PUBLIC FACILITIES USE PERMIT

Pursuant to the direction of the Council of the City of Park Rapids, County of Hubbard, State of Minnesota, and the payment of a fee of **\$150.00**

THIS PERMIT IS ISSUED TO:

Park Rapids Lakes Area Chamber of Commerce

FOR:

Fourth of July Parade

to hold, give, and conduct a public event in that certain building or place in the City of Park Rapids, County of Hubbard, State of Minnesota known and described as follows:

**Fair Avenue to Second St. W, Main Ave S,
Eighth St. W, back to Fair Ave**

Upon this date and time as follows:

**Friday, July 4th, 2025, 10:00 a.m.
(11:00 a.m. start parade start)**

subject to the following conditions:

Permission from the City Council of the City of Park Rapids has been granted prior to the event, and approved by the Council on March 25th, 2025. All the laws of the State of Minnesota, and the City of Park Rapids, relating to the conduct of public events are to be observed.

Witness my hand and the Corporate Seal of the said City of Park Rapids, this 25th day of March 2025.

(SEAL)

Berit Score, City Clerk

Jeff Appel, Police Chief

TO BE POSTED OR HAVE ON PERSON DURING EVENT

NOTICE OF POSITION OPENING

The City of Park Rapids is currently accepting applications for a Seasonal Public Works – Parks and Recreation worker. This position will assist the Parks and Recreation Department with daily duties throughout the summer. Minimum requirements: valid driver’s license and ability to lift 50 pounds. Pay is \$15 per hour. Applications are available at Park Rapids City Hall, at 212 Second Street West, Park Rapids, from 8:30 AM to 4:30 PM, or on the city’s website: ci.park-rapids.mn.us. Deadline for submission of applications at City Hall is Monday, April 28th at 4:00 PM.

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Ben Oleson, City Planner		<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.:</u>
<u>Agenda Section:</u> Planning	<u>Item Topic: Resolution</u> Request from Edoma W. Ranson, Jr. for the construction of a new dwelling and attached garage in place of an existing dwelling/attached garage/patio with a front yard setback of approx. 16 ft for the attached garage and 31 feet for the dwelling where a 35 ft setback is required.		
<u>Summary:</u> The applicants are proposing to tear down their existing approx. 1241 sq ft dwelling/porch and attached 332 sq ft garage and replace it with a new approx. 2014 sq ft dwelling and 884 sq ft attached garage. The existing home and garage are located approximately 31 and 16 ft from the road right-of-way and the new home would meet the same setbacks - with the additional house and garage space being built at the same road setback and extending approx. 8 ft closer to the river. The applicant states that they are building the new home at the same road setback due to a sloping lot making moving the home further from the road difficult.			
<u>Background Information:</u> <ul style="list-style-type: none"> • Applicant and Property Owner: Edoma W. Ranson, Jr. • Location: <ul style="list-style-type: none"> ○ <u>Property address:</u> 14510 Eagle Pointe Dr. ○ <u>Parcel number(s):</u> 32.14.02000 • Zoning: R-1 Single-Family Residential District / S-O Shoreland Overlay District • Lot size: Approx. 45,266 sq ft (1.04 acres) according to County GIS estimate • Sewer/Water Status: The property is served by city sewer and water. 			
<u>Council Action Recommendation from the Planning Commission:</u> Approval of the requested Variance subject to the findings of fact and condition(s) outlined in the enclosed resolution.			

RESOLUTION #2025-68

APPROVAL OF A VARIANCE TO ALLOW FOR THE CONSTRUCTION OF A NEW DWELLING AND ATTACHED GARAGE IN PLACE OF AN EXISTING DWELLING/ATTACHED GARAGE/PATIO WITH A FRONT YARD SETBACK OF APPROX. 16 FT FOR THE ATTACHED GARAGE AND 31 FEET FOR THE DWELLING WHERE A 35 FT SETBACK IS REQUIRED IN AN R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT AT 14510 EAGLE POINTE DR PID# 32.14.02000

WHEREAS, Edoma W. Ranson, Jr. proposes to make use of a property for the construction of a new dwelling and attached garage in place of an existing dwelling/attached garage/patio with a front yard setback of approx. 16 ft for the attached garage and 31 feet for the dwelling where a 35 ft setback is required at PID 32.14.02000 in the R-1 Single-Family Residential District; and

WHEREAS, a public hearing was held at the March 10, 2025 meeting of the Planning Commission to consider the request and a recommendation for Approval was made, with conditions and based on the findings of fact as listed below; and

WHEREAS, the legal description of the property subject to this resolution is as described in Appendix A as attached;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Park Rapids, County of Hubbard, State of Minnesota, acting as the Board of Adjustment, hereby approves the use of property for the construction of a new dwelling and attached garage in place of an existing dwelling/attached garage/patio as depicted in their application in place of an existing dwelling/attached garage/patio on PID 32.14.02000 in the R-1 Single-Family Residential District with the conditions and findings of fact as noted below:

Condition(s) of approval:

1. The replacement house shall be located no closer to the road right-of-way than the existing dwelling/garage/patio.

Findings of Fact

1. **Variances shall only be permitted when they are in harmony with the general purposes and intent of the official control.**

The proposed improvements would be in harmony with the general purpose and intent of the requirements because the new home would not be any closer to the road than what has existed for many decades on the property and would avoid the need for significant land alterations to build further from the road on a sloping hill.

2. Variances shall only be permitted when they are consistent with the comprehensive plan.

The City's Comprehensive Plan does not directly address issues such as variance requests for road setbacks or how proposed improvements to nonconforming structures should be addressed.

3. The property owner proposes to use the property in a reasonable manner not permitted by an official control.

The proposed use of the property is reasonable because the new home would not be out of character with the area and would not worsen setback nonconformities that have existed for many years except to add additional structure within that setback area. Further, the proposed construction is in the location that will minimize the need for land alteration.

4. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The plight of the landowner is due to factors that they did not create because the need for the variance(s) is due largely to the location of the existing house and the sloping topography of the lot.

5. The variance, if granted, will not alter the essential character of the locality.

The essential character of the area would not be altered because both the current area and the proposed use are residential in character.

6. Economic considerations alone do not constitute practical difficulties.

Economic considerations are not the only reason the applicant cannot meet the requirements of the ordinance because there are non-economic factors involved, as mentioned above.

7. No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located.

The proposed use is identified as a permitted use in the zoning district where the applicant's property is located.

The foregoing resolution was moved by Councilmember _____, seconded
by Councilmember _____.

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmember absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

APPENDIX A: LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS VARIANCE

That part of the Southwest Quarter of the Southeast Quarter, Section 14, Township 140 North, Range 35 West of the Fifth Principal Meridian, Hubbard County, Minnesota described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter, which is also the South Quarter Corner of said Section 14 and marked by Hubbard County cast iron monument; thence North 39 degrees 39 minutes 57 seconds East (the south line of said Southwest Quarter of the Southeast Quarter has an assumed bearing of North 88 degrees 50 minutes 12 seconds East), a distance of 1175.82 feet to a found iron monument on the easterly right-of-way line of Eagle Pointe Drive (former "Old Itasca Road") which designates the northwesterly corner of the property conveyed to Phillip C. Engel and Lois G. Engel, recorded in Book 94 of Deeds, page 96, and the POINT OF BEGINNING of the parcel of land to be described; thence North 19 degrees 04 minutes 34 seconds West, along said easterly right-of-way line, a distance of 150.35 feet; thence northerly a distance of 197.86 feet, along said easterly right-of-way line, along a tangential curve, concave to the east, having a radius of 378.05 feet and a central angle of 29 degrees 59 minutes 13 seconds; thence North 88 degrees 29 minutes 23 seconds East, not tangent to said curve, a distance of 44 feet, more or less, to the shoreline of Fish Hook River; thence southeasterly, along said shoreline, to the intersection with the northwesterly line of said Engel property, said line bears North 69 degrees 50 minutes 26 seconds East from the POINT OF BEGINNING; thence South 69 degrees 50 minutes 26 seconds West, along said northwesterly line, a distance of 3 feet, more or less, to a found iron monument set in cement; thence continuing South 69 degrees 50 minutes 26 seconds West, along said northwesterly line, a distance of 206.03 feet to the POINT OF BEGINNING.

HUBBARD COUNTY, MINNESOTA

RESOLUTION #2025-69

**AUTHORIZE STAFF TO SUBMIT 2025 OUTDOOR
RECREATION GRANT PROGRAM APPLICATION
FOR RED BRIDGE PARK IMPROVEMENTS**

BE IT RESOLVED that CITY OF PARK RAPIDS act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 28/MARCH/2025 and that ANGEL WEASNER is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of CITY OF PARK RAPIDS.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that CITY OF PARK RAPIDS has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that CITY OF PARK RAPIDS has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that CITY OF PARK RAPIDS has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, CITY OF PARK RAPIDS may enter into an agreement with the State for the above-referenced project, and that CITY OF PARK RAPIDS certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that ADMINISTRATOR is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of CITY OF PARK RAPIDS ON 25/MARCH/2025.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Administration	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> General	<u>Item Topic:</u> 2025 MN DNR Outdoor Recreation Grant Application submission – Red Bridge Park	

Summary

2025 MN DNR Outdoor Recreation Grant Application submission.

Background Information:

The City of Park Rapids has an opportunity to apply for a MN DNR Outdoor Recreation Grant. This grant would assist in revitalizing the Red Bridge Park by repurposing the existing brick Beachhouse and changing it into an open air pavilion. There would also be enlarged and additional amenities that would be attractive to residents and visitors that enjoy water activities. The estimated cost of the project is approximately \$350,000 and the grant is a match of 50% so half of the costs would be covered. The grant is very competitive and is not by any means a certainty. There is not a cost to submit the application other than the time staff has been putting into the lengthy application process.

Council Action Recommendation:

Approve submission of the 2025 MN DNR Outdoor Recreation Grant application for Red Bridge Park.

Funding Source(s): N/A

A Natural Heritage Conservation Planning Report is required with the application.

A Natural Heritage Review will also be required if your project is selected. **Do not conduct a Natural Heritage Review unless you have been selected for funding.** The cost of this review is not an eligible grant expense.

Timeline: 2024 Grant Round

- Application materials become available.....December 2024
- Review of draft applications (optional)February 28, 2025
- Submission deadlineMarch 31, 2025
- Awards announcedJune 30, 2025
- State Historic Preservation Office (SHPO) review...Summer 2025
- Contracts signed after final approvals.....Between October 2025 and March 2026
- Grants expire – projects completedJune 30, 2027

For assistance, please contact

- Sarah Wennerberg, 651-259-5579, sarah.wennerberg@state.mn.us
- Jennifer Bubke, 651-259-5638, jennifer.bubke@state.mn.us
- Department of Natural Resources (DNR) Information Center, 1-888-646-6367

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Required for all land acquisitions

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RESOLUTION #2025-70

**AUTHORIZE STAFF TO SUBMIT 2025 OUTDOOR
RECREATION GRANT PROGRAM APPLICATION
FOR LINDQUIST PARK IMPROVEMENTS**

BE IT RESOLVED that CITY OF PARK RAPIDS act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 28/MARCH/2025 and that ANGEL WEASNER is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of CITY OF PARK RAPIDS.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that CITY OF PARK RAPIDS has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that CITY OF PARK RAPIDS has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that CITY OF PARK RAPIDS has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, CITY OF PARK RAPIDS may enter into an agreement with the State for the above-referenced project, and that CITY OF PARK RAPIDS certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that ADMINISTRATOR is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of CITY OF PARK RAPIDS ON 25/MARCH/2025.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Administration	<u>Meeting Date:</u> March 25, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> General	<u>Item Topic:</u> 2025 MN DNR Outdoor Recreation Grant Application submission – Lindquist Park	

Summary

2025 MN DNR Outdoor Recreation Grant Application submission.

Background Information:

The City of Park Rapids has an opportunity to apply for a MN DNR Outdoor Recreation Grant. This grant would assist in redeveloping Lindquest Park by removing the existing play structure and replacing it with new equipment that is Handicap Accessible and ADA compliant. Currently, most of our other parks do not have these amenities so it would be the one recommended to residents and visitors needing those type of amenities. There would also be “rubber mat” versus wood chips or gravel that would allow for handicap person to access the structure. Lindquist was chosen partially because some of the handicap and ADA equipment would be available for senior citizens having difficulty to utilize the equipment. The estimated cost of the project is approximately \$250,000 and the grant is a match of 50% so half of the costs would be covered. The grant is very competitive and is not by any means a certainty. There is not a cost to submit the application other than the time staff has been putting into the lengthy application process.

Council Action Recommendation:

Approve submission of the 2025 MN DNR Outdoor Recreation Grant application for Lindquist Park.

Funding Source(s): N/A

A Natural Heritage Conservation Planning Report is required with the application.

A Natural Heritage Review will also be required if your project is selected. **Do not conduct a Natural Heritage Review unless you have been selected for funding.** The cost of this review is not an eligible grant expense.

Timeline: 2024 Grant Round

- Application materials become available.....December 2024
- Review of draft applications (optional)February 28, 2025
- Submission deadlineMarch 31, 2025
- Awards announcedJune 30, 2025
- State Historic Preservation Office (SHPO) review...Summer 2025
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For assistance, please contact

- Sarah Wennerberg, 651-259-5579, sarah.wennerberg@state.mn.us
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RESOLUTION #2025-71

AUTHORIZE PROPER CITY OFFICIALS TO EXECUTE THE SERVICE CONTRACT FOR TEMPORARY COMMERCIAL BUILDING OFFICIAL SERVICES BY AND BETWEEN ANDREW SHARPE D.B.A. TOWNSHIP AND RANGE, LLC, AND THE CITY OF PARK RAPIDS

BE IT RESOLVED, that the City Council of the City of Park Rapids, Hubbard County, Minnesota, does hereby authorize the proper city officials to execute the paperwork associated with the Service Contract for Temporary Commercial Building Official services, with Andrew Sharpe acting as primary consultant, by and between Township and Range, LLC, and the City of Park Rapids, for the time period of April 1st, 2025, through the time current building official passes full Building Official exam.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:

The following Councilmembers voted nay:

The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

City of Park Rapids

Request for Council Action

<u>Originating Source:</u> Administration	<u>Meeting Date:</u> January 14, 2025	<u>Agenda No.</u>
<u>Agenda Section:</u> General	<u>Item Topic:</u> Approve and Authorize Staff to sign contract for building official services – Commercial	

Summary

Building Official services are needed temporarily for commercial inspections and plan reviews.

Background Information:

The City of Park Rapids has hired a building official that has a Building Official – Limited license. That license is good for residential and small commercial projects. The building official – limited is working on the needed items to complete the final step of the full building official license. The previous building official will be completely done with the city as of March 31st. During the time of that retirement and prior to the building official completing his licensure the State of Minnesota requires a full licensed building official. Staff has negotiated with Township and Range, Andrew Sharpe licensed Building Official and we have come to an agreement for him to assist the city and provide licensed building official services for the commercial aspect for a short duration, until such time that our licensed building official completes his certification testing.

Council Action Recommendation:

Approve and Authorize staff to sign contract for Commercial Building Official Services with Township and Range, Andrew Sharpe licensed Building Official

Funding Source(s): 100-42400-50380 (Gen Fund-Building Official-Contractual Services)

Contract for Building Official Services

This contract, dated March 13, 2025, is made between the following parties:

Township and Range, LLC

401 Halsey Street

Duluth, MN 55803

AND

City of Park Rapids

212 2nd Street West

Park Rapids, MN 56470

1. Services Offered: Township and Range, LLC will provide certain commercial building official services not allowable to be completed by a licensed Building Official-Limited in accordance with Minnesota State Statute 326B.133 Sub 3c. Including but not limited to: Commercial building permit application review, approval, plan review, and construction inspection services for the City of Park Rapids (the City) as mandated in the Minnesota State Building Code. Inspection reports will be documented for each inspection and provided to the City. All work will be completed or overseen by Minnesota certified building officials. Minnesota State Plumbing Code enforcement shall be included when the State Plumbing Inspector is not available to conduct enforcement. Any additional consultants utilized for these services will be certified and licensed in the State of Minnesota. The city will be responsible for dissemination of permit applications, all record keeping, and any other requirements mandated by the MN Building Code and administration manual.

2. Inspection Schedule: Inspections and services shall be performed twice monthly. All inspection services shall be performed during reasonable daytime business hours to avoid inconvenience to the owners of inspected properties.

3. Maintain Certification: Township and Range, LLC will secure and maintain all certifications that may be required to perform the services contemplated by the inspection duties assigned to them and shall comply with all other federal, state, and municipal laws and ordinances, rules and regulations required of a building official under the rules promulgated by the State of Minnesota. Any additional consultants utilized for these services will be certified and licensed in the State of Minnesota.

4. Independent Contractor Status: Township and Range LLC personnel acknowledge that they shall not be construed as employees of the City. Personnel will not be entitled to Workers Compensation in the event of injury while performing inspection duties, shall not be entitled to unemployment compensation in the event of termination of the contract, shall not have state or federal income taxes withheld from the payments, shall not receive any employer match to Social Security, and shall not be entitled to any City benefit package available to City employees.

5. Release and Indemnity: The City agrees to assume all risks of loss and to indemnify and hold Township and Range LLC harmless from any and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgements, including costs, attorney and witness fees and expenses which are incident to such claims whether for injuries to persons or for loss or damage to, or destruction of property, arising out of or in connection with this agreement unless caused by gross negligence or willful misconduct.

6. Support: The City shall provide administrative services to support the Building Official including, but not limited to:

- i. printing and dissemination of building permits, notices, applications and information pertaining to completing the application;
- ii. record keeping and filing of all documents;
- iii. collection of all fees required for building permits, plan reviews, state surcharges, and related services.

7. Term and Termination: The term of this agreement shall be for a period commencing _____ (date) and shall continue hereafter until terminated by either party giving the other party 30 days prior written notice of such termination. Any previous agreements for contracted services shall terminate on the date this agreement enters into force.

8. Compensation: The City shall pay Township and Range, LLC a monthly retainer of \$750 in addition to 75% of all Commercial Building Permit Fees and 100% of all Commercial Plan Review Fees collected. The City shall retain the remaining percentage of all Commercial Building Permit Fees to help defray costs of support and additional administration. The City shall pay Township and Range, LLC for each Building Permit in two payments: ½ when the building permit is issued, and ½ when the final inspection is complete, and, if required, a Certificate of Occupancy has been issued. Plan Review fees shall be paid in full after the plan review has been completed. The City shall receive a bill from Township and Range, LLC monthly, for work completed in the previous month. The City shall make payments to Township and Range, LLC within 10 days following its regularly scheduled meetings at which bills are approved.

9. Additional Work: Requests for services by the City to be performed by Township and Range, LLC beyond the scope of this contract shall be charged to the City at a rate of \$82 per hour, including required travel time.

10. Assignment: This agreement shall not be assigned by Township and Range, LLC without prior written consent of the City. This non-assignment clause shall not prohibit Township and Range, LLC from hiring such assistants as may be required in the fulfillment and completion of inspections and administrative work under this agreement.

11. Notices: All notices given or sent pursuant to this Contract shall be sent by U.S. mail, postage prepaid, addressed to the respective party at the address set forth in the heading of this Agreement, or at such other addresses as the parties may designate in writing from time to time.

Representative, Township and Range, LLC



Date: March 13, 2025

Andrew Sharpe MN CBO706203,

City of Park Rapids

_____ **Date:** _____ **Title:** _____

_____ **Date:** _____ **Title:** _____

RESOLUTION #2025-72

**APPROVE THE COMMERCIAL PROCEDURAL
GUIDES FOR THE SMALL CITIES DEVELOPMENT
PROGRAM GRANT FOR THE CITY OF PARK RAPIDS**

BE IT RESOLVED, that the City Council of the City of Park Rapids, County of Hubbard, State of Minnesota, does hereby approve the following Procedural Guides for the Small Cities Development Program Grant, developed by the Heartland Lakes Development Commission, for the City of Park Rapids, as presented:

- 1. City of Park Rapids Downtown Commercial Rehabilitation and Storefront Renovation Procedural Guidelines.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.

**CITY OF PARK RAPIDS
SMALL CITIES DEVELOPMENT PROGRAM (SCDP)
COMMERCIAL REHABILITATION
POLICIES AND PROCEDURAL GUIDE**

It is the policy of this Commercial Rehabilitation Program to work affirmatively to ensure that all persons regardless of race, color, creed, national origin, sex, religion, marital status, age, handicap, or reliance on public assistance, will be treated fairly and equally in their participation in the program.

The City of Park Rapids will be responsible for the promotion of the Program at the local level and shall exercise care in avoiding promotion methods which may exclude potentially eligible applicants. Access to program information and materials will not be denied to any person for any reason including race, color, creed, national origin, sex, religion, marital status, age, handicap, or reliance on public assistance. Affirmative promotion shall include efforts to reach those people who traditionally may not have participated in similar programs.

In order to develop or maintain an effective affirmative promotion effort, the City shall review its promotion methods from time to time during the course of the Program to determine how the methods used can be improved to increase the participation of persons who otherwise might not benefit from the Program, such as Section 3 eligible contractors, minority/women owned business/property owners and residents.

INTRODUCTION

The City of Park Rapids has contracted with the Heartland Lakes Development Commission (HLDC) to administer the Project. SCDP funds will be requested through the City of Park Rapids. The City of Park Rapids will be responsible for the submission of Post Closeout Program Income reports and will consult with the Heartland Lakes Development Commission, if necessary, to complete the reports.

General Administration

The City of Park Rapids is contracting with Heartland Lakes Development Commission; HLDC is responsible for all phases of the administration of this Small Cities Development Program. HLDC will be the Fiscal Agent and will be responsible for all financial and progress reports. HLDC will have principal responsibility for completion of the Environmental Review and the development/submission of all required policies and procedures prior to commencement of program delivery.

Field Administration

HLDC is responsible for program delivery including determination of eligibility, assisting with packaging of project financing, inspections, work write-ups, contract awards, interim inspections, change orders, final inspections, contractor payments and project close-outs.

Federal Compliances

The City and HLDC will share responsibility to comply with Federal Regulations regarding the administration and implementation of this Small Cities Development Commercial Rehabilitation Project.

Section I. ELIGIBILITY REQUIREMENTS

Federal Objective

The Park Rapids Commercial Rehabilitation Program is designed to eliminate slum and blight conditions and to prevent further deterioration of downtown commercial buildings. The City intends to accomplish this goal by enacting the following measures:

Location

The property to be rehabilitated must be located within the target area as identified:

Commercial Target: The slum and blight area is defined by an “L” shaped polygon with Highway 34 on the northern border, Pleasant Ave on the west, Highway 71 on the east and 8th St W on the south. The area represents the main commercial corridor in the community.

Income

Property/business owner income shall have no direct bearing on the lending of SCDP funds except where inadequate cash flow or income exists to repay the principal and interest payments or matching fund requirements. Insufficient leverage will result in ineligibility of the applicant.

Conflict of Interest

Federal regulations and Minnesota Statutes specify that elected officials, non-volunteer city employees, and administrators of the Small Cities Development Program have a conflict of interest. Those with a conflict may be able to secure an exception to participate in the program if they have no role in the approval of rehabilitation assistance and can meet with the approval of DEED.

Ownership Requirements

The property owner must individually or in aggregate have a qualifying interest in the property consisting of at least:

A 1/3 interest in the fee title. Such interests must be subject to a mortgage and must demonstrate the ability to secure the signatures of all remaining parties and spouses with interest in the property, as loan guarantors.

A 1/3 interest as purchaser in a contract for deed. Such interests must secure the signatures of all parties and spouses that have interest in the property both as contractor vendor and contract vendee.

Leasehold Eligibility

To be eligible to participate in this SCDP Commercial Rehabilitation Project a Commercial Tenant must meet the following requirements:

- Be the owner/occupant or renter/occupant or owner with a rental occupant of a building used for commercial purposes.
- The applicant's business must be an active concern and a bona fide business
- Be in the designated Slum & Blight Target Area

Occupancy Standards

The property to be rehabilitated shall be an active commercial enterprise. Exceptions can be made for repairs to allow a bona fide start-up business to begin full-time operation.

Property Insurance

The property owner must carry current property insurance both at the time of the application and through the completion of rehabilitation.

Tax Delinquency

Applicants receiving rehabilitation assistance must be current with property tax payments.

Flood Plain

The Park Rapids Target Area does not encompass any area located within a flood plain.

Section II. TERMS OF ASSISTANCE

Maximum/Minimum SCDP Contribution

The maximum SCDP contribution on any rehabilitation project will be \$40,000, based on 80% of the total project costs. The minimum SCDP contribution on any rehabilitation project will be \$5,000, based on 80% of the total project costs.

Deferred Loans

The Park Rapids Commercial Rehabilitation Program will provide SCDP funding in the following proportions to eligible commercial property owners:

- Eighty percent (80%) of the project cost is SCDP funds.
- Fifty percent (50%), up to \$20,000, of the 80% SCDP funds, will be loaned as a 0% deferred loan and will be forgiven at the end of the 7th year. If the property is sold or transferred within the first seven (7) years of the term, the principal will be due and payable.
- Fifty percent (50%), up to \$20,000, of the 80% SCDP funds will be loaned as a 1% loan that will be paid back to the City over seven (7) years.
- Twenty percent (20%) of the project cost will be paid through owner savings or leveraged money.

Leveraged funds

Leverage funds shall be any funds used to provide for rehabilitation activities performed at an eligible building, other than the funds provided by the Small Cities Development Program.

Leverage sources will be determined by income, owner debt and debt carrying capacity, owner credit worthiness and property eligibility. Loan proceeds will be held in escrow accounts from all sources except SCDP funds or where prohibited by other lending sources, until the improvement has been completed to the satisfaction of the applicant and the project manager.

The escrow will be held in a special account labeled as "leverage funds" and cannot be released until the applicant, contractor and administrator have signed a completion certificate.

Private Lenders

When an applicant secures funds from a lending institution, the administrator will provide specifications, bidding documents, warranties or any other documentation as required by the lending institution before loan closing.

Assets

In some cases, property owners may wish to use liquid assets for leverage funds. When this occurs, property owners will be required to turn the funds over to the administrator, before any "Proceed to Work" is sent to a contractor. These funds will be deposited in an escrow account established by HLDC and will be released only after the property owner/business owner has signed a completion certificate. Documentation of escrows must be provided to the administrator before a "Proceed to Work" is sent out.

Project Equity

Applicants may only be allowed to perform the work on their property when they can provide written verification, by third party, that they currently are employed or are directly retired from employment from a construction trade in which they wish to work on their property (for example, a Plumber may work on plumbing but not roofing).

If the applicant performs work on their property, they shall be given credit for their owner's match for only the materials they put into the property, however, they will not be given credit towards their owners' match for labor or tools purchased for the project. All owners' match credit for materials must include a bona fide receipt from the vendor.

If the applicant is employed by a contractor and the employer wishes to bid on the applicant's project, the contractor may do so. If the contracting company is owned only in part by another entity not related to the applicant, the contracting company may be reimbursed fully for its contract should it perform. The contracting company may not be owned in whole by the applicant and expect to be paid for any labor or tools purchased for the project.

Section III. DETERMINATION OF IMPROVEMENTS

General Conditions

It is the goal of this Park Rapids Commercial Rehabilitation Program to eliminate blighted conditions, remedy health and safety deficiencies, and preserve historic and architecturally significant buildings and revitalize the downtown commercial district.

Priority Improvements

Priority improvements are defined as improvements that are mandatory and must be completed before other types of repairs are considered. Applicants who own properties with priority improvements will be given priority over other applicants. Those repairs include, but are not limited to the following:

- Minnesota State Building Code violations affecting health and safety.
- Elimination or encapsulation of friable Asbestos constituting a health hazard.
- Repairs affecting the structural integrity of the building.
- Modifications to make the building accessible to handicapped people (ADA).
- If the structure has been determined historically significant by the Minnesota Historical Society, plans for exterior improvements to the structure must be reviewed by the Minnesota Historical Society. SHPO mandated repairs are priority.

Ineligible Commercial Rehabilitation Improvements

Improvements that do not improve building or mechanical systems or address code violations are generally ineligible. Specifically, the following activities are ineligible:

- Merchandising signs.
- Installation of inappropriate aluminum, vinyl, or redwood siding.
- Rehabilitation work which would destroy the unique qualities or character of a property.
- New infill buildings, additions to existing buildings or landscaping.
- SCDP funds cannot be used to finance inventory, equipment, accounts receivable, refinancing, or any other business costs other than those for rehabilitation.

- SCDP funds shall not be used in whole or in part to finance or to satisfy an existing debt.
- SCDP funds shall not be used for the payment, in whole or partly for the satisfaction of assessments for public improvements.

Historical Review

SHPO Review: All properties will be reviewed by the Minnesota Historical Society to determine if the structure is historically significant before any rehabilitation occurs.

Historic Procedure: After the initial property inspection has been completed by the Field Inspector, the following will be submitted to the Minnesota Historical Society State Historic Preservation Officer (SHPO).

- A summary of the work to be done at the property.
- Photographs of the structure.
- Property description.
- Any other information request by the SHPO.

Any changes in the scope of the project requested by the SHPO will be initiated.

Inspections

Once an applicant has been determined eligible for a SCDP loan then an inspection of the property will be conducted by a property inspector who will determine what work is necessary to bring the property into compliance with the Commercial Standards. The Property Inspector will determine the priority level of the necessary repairs.

The Property Inspector will then prepare a Scope of Work (work write-up), which will rectify any violations to the Building Standards, local codes and other eligible repairs. The Scope of Work shall be considered a binding contract between the applicant and the contractor performing work at the applicant's property.

Scope of Work

The scope of work shall contain the following project and contractual documents:

- Instructions to the bidder
- Bid Proposal
- Program Warranties
- General Conditions
- Special Conditions
- Specifications categorized by trade
- Diagrams and Lay outs
- Davis Bacon Labor Standards

Section IV. MARKETING/APPLICATION SELECTION AND APPROVAL

Outreach and Public Notices

HLDC, on behalf of the City of Park Rapids will conduct outreach in the target area and may solicit applications for the program in the following ways:

- Notifying all applicants on the waiting list for compilation of an applicant list
- Conduct community meeting(s) to inform Park Rapids residents of the availability of and application process for the Program.
- Issue press releases advertising community meetings and/or information on SCDP grant application both to local newspapers and to local radio stations.
- Make direct mailing of program information to the business owners in the community, if necessary, to generate additional applicants.
- Develop a Fact Sheet.
- Develop posters and post them in prominent areas in the community as well as distributing Fact Sheets.
- Provide information online.

Application Intake and Priority Consideration

Applicants will be selected for participation of the Small Cities Development Program based on the following:

- Applications will be accepted throughout the entire length of the program or until funds are expended.
- Applications are numbered as they come in and prioritized as the following outlines.
- There is a waiting list of properties derived from the grant application that will be served first.
- If there are more applications than available projects, applications will be prioritized on a first-come, first served basis.
- Applications will further be prioritized by the applicants who are willing and able to maximize the proposed financial scenarios. This means that projects totaling \$50,000 (utilizing \$40,000 of SCDP funds) or more will be prioritized first.
- After all people on the waiting list are given an opportunity to apply for SCDP funds, if funds are still available, applications may be made available to others in the target area.
- HLDC will maintain a list of projects that are not on the priority list. When all applications on the priority list have been served, or after 1 year, applications may be made available to others in the target area.

Procedural Guide

A copy of the Procedural Guide may be given to applicants for review and discussion of content as requested.

Notification

Applicants with commercial properties that meet the definition of suitable for rehabilitation and meet the Eligibility Requirements outlined in Section I will be selected if sufficient funds are available.

Letters will be sent to those selected as recipients, and to those not selected, notifying them of the status of their application (accepted, rejected, or held for further consideration).

Loan Limitation

Any applicant (property owners) shall be limited to no more than three (3) commercial rehabilitation projects at any one time.

Section V. COMPLIANCE REQUIREMENTS

Davis Bacon Labor Standards

All commercial rehabilitation projects with rehabilitation costs exceeding \$2,000 shall incorporate the Davis Bacon and Related Acts provisions.

Projects governed by Davis Bacon shall contain the prevailing wage rate within the work writeup/specification. The HLDC Labor Standards Officer will request a wage determination for the prevailing wage rate from the Labor Standards Officer at DEED prior to bidding. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. DEED will issue two copies of the most recent wage decision, including the HUD form 4010, Federal Labor Standards Provisions.

Copeland “Anti-kickback” Act

The Act requires that workers be paid at least once a week without any reductions or rebates except permissible deductions which include taxes, deductions the worker authorizes and those required by court processes. The Act also requires that contractors maintain payroll records and submit weekly payrolls and a statement of compliance to the contracting agency.

Contact Work Hours/Safety Standards Act

The Act requires that workers receive overtime compensation at a rate of 1½ times their regular wage after they have worked 40 hours in one week.

Debarment

Before contract issuance, HLDC shall verify that the selected contractor is not debarred or otherwise excluded from working on federally funded projects. Contractor clearance will be

obtained from DEED. Documentation of contractor clearance will be kept in each individual project file.

Section VI. CONSTRUCTION AND CONTRACT PROCEDURES

Participating Contractors

All contractors participating in the Small Cities Development Program must have a Contractor's Application on file at Heartland Lakes Development Commission's office. The contractors will be responsible for securing insurance for the amounts specified on the application form. The application must contain proof of insurance coverage via a Certification of Insurance Coverage, and the contractor's registration number.

Bid Solicitation

The Contract is between the property owner (applicant) and the contractor. The applicant will be provided with a list of administrator approved contractors, to choose contractors from, however, an applicant is free to choose any contractor who the applicant may want. For a contractor who is not approved to be awarded a bid, the contractor must furnish the administrator with a Certificate of Insurance and must complete a Contractor Application. Upon doing so, the contractor shall be awarded the bid.

Bid Awards

The Contract shall be awarded to the lowest base bid, unless one of the following circumstances occurs:

- The contractor has failed to follow the procedures as outlined in the Instructions to the Bidders.
- The contractor fails to bid according to the specifications, and it proves impossible to compare that contractor's bid with the other contractors.
- The bid is determined to be unrealistically low by the administrator and the contractor agrees to withdraw the bid.
- The property owner does not want the low contractor to perform the work and agrees to pay the difference between the lowest bid and the preferred contractor's bid.
- All bids in a trade category are determined to be unrealistically high or non-competitive, in which case all bids in the questionable trade category will be thrown out and different contractors solicited for bids.
- The contractor did not bid using Federal Wage Rates.

Davis Bacon

The project contractual agreements, wage scales and procedures, shall be guided solely by the Davis Bacon and Related Acts compliance if the project costs exceed \$2,000. Davis Bacon Labor Standards requirements and documentation must be included in the contractor bid packets.

Notice of Contract Awarded

The administrator will notify the Labor Standards Officer of the pending contract award and Pre-Construction Conference date. The HLDC Labor Standards Officer will complete a "Notice of Contract Award" and send it to DEED.

Pre-Construction Conference

A pre-construction conference shall be held with the General Contractor and all sub-contractors prior to the issuance of a Proceed to Work to discuss Labor Standards compliance and reporting procedures with the awarded bidder(s).

Reporting

The HLDC is responsible for gathering, maintaining and providing weekly payroll reports and employee interviews. The administrator will ensure that the General Contractor completes HUD form Contractor/Subcontractor Certification and is submitted to HLDC.

Compliance Monitoring

HLDC is responsible for monitoring compliance with Labor Standards requirements. Monitoring will include weekly review of payroll reports, comparisons with wage decisions and employee interview. Interviews will be conducted with at least 10% of the contractor employees, with a representative sample of Trades and Classifications as defined by HUD Desk Guide LR-II.

Compliance reviews will be dated and initialed by the individual conducting the review. The report will be sent to the HLDC Labor Standards Officer for review and signature. Copies will be maintained in each project file.

Labor Standards Violations

If labor standards violations are discovered, the contractor must be notified, and corrective action taken immediately. All violations will immediately be reported to the Labor Standards Officer.

Postings

Applicable wage decisions and rates must be posted at the work site for the duration of the contract work. Contractors must post the "Notice to All Employees" and EEO posters at each job site for the duration of the job.

Final Labor Standards Compliance Report

When the construction contract is complete, the Final Labor Standards Compliance Report must be completed by the Labor Standards Officer and sent to DEED.

Contractor Notification

Once the package has been approved the Repayment Agreement, and Mortgage is drawn up by the administrator for closing. Upon closing, the administrator will issue a notification to attend the pre-construction conference, where the requirements of the Davis Bacon and Related Acts will be detailed.

At the meeting, a Notice to Proceed will be given to the accepted contractors. That notice will allow the contractor ninety (90) days in which to complete the awarded contract. Ninety (90) days will be the allotted amount of time except under the following conditions:

- The work is weather dependent and weather conditions have not allowed the completion of the work.
- The Notice to Proceed is issued too late in the building season to allow weather dependent work to be completed on time.
- The property owner/agent's preferred contractor is too heavily committed to accomplish the work within the allotted time and informs the property owner and the administrator that he is too heavily committed, and a work schedule is established and is acceptable to the tenants, the administrator, and the contractor.
- Unforeseen difficulties develop with the approved work and force a delay.

Contractor /Property Owner Contract

Each selected contractor will enter a contract with the Property Owner. The contract will outline the terms for completion of the rehabilitation and will include the following:

- Project Start Date
- Project Completion Date
- General Conditions
- Special Conditions
- Project Warranties
- Change Order Procedures
- Payment Terms

Failure to start/complete project

Upon receipt of the Proceed to Work a contractor will have ninety (90) calendar days in which to complete the contracted work. Failure to begin work within the first sixty (60) days will be grounds to terminate the contract. The ninety (90) day period shall not be exceeded except through the issuance of a change order. In the absence of a change order, a contractor who violates the period shall be in violation of their contracts and shall constitute grounds for removal.

Interim Inspections

After work begins, interim inspections will be scheduled by the inspector to monitor work progress and work quality. If a dispute arises between a property owner and contractor, the inspector will attempt to find a means of resolving the conflict. If a solution cannot be found, then the Appeals process will be initiated.

Payment Procedures

All contractors will agree to the payment schedule contained within the Contractor's Application which is as follows:

- No pre-payments are allowable for any reason.
- Lien Waivers are required for all sub-contractors before payment is made.
- Partial payments are not allowed for any work that is not completed. Payments are limited to a maximum of 85% of the total due on the completed portions of the project.
- All payments will be made only after the work is completed according to the specifications contained within the Scope of Work and when the work meets with the approval of both the Applicant and the Inspector. For the contractor to be paid, a signed Completion Certificate must be presented at the time of payment. Both the Applicant(s) and the Inspector must sign the Completion Certificate.
- Final payment for all work completed, including any retainage amounts, will be made after all work by a contractor is completed, the final inspection has been conducted and the administrator, property owner and contractor have signed off on the work.
- Payments will be made only upon presentation of the following documents.
 - Billing Statement
 - Lien Waiver
 - Sworn Contractors Statement
 - Completion Certificate

Change orders

Change orders to the contract require the signature of the property owner or designated agent, the contractor, the administrator. Change orders will be allowed only for the following reasons:

- To rectify hidden deficiencies that are discovered once the work has begun.
- Changing specifications due to unforeseen difficulties arising after work has begun.
- To address a deficiency that was inadvertently dropped from the project during project packaging.
- To change completion dates.

Termination of Contract

A contractor's contract can be terminated under the following procedures:

- Poor work performance on the job site and the demonstrated inability to rectify the poor workmanship. The cost of repairing poor workmanship and the higher costs of awarding the bid to the next lowest bidder shall be deducted from any amount owed to the initial contractor for work completed. In all cases the contractor shall be given the opportunity to rectify the problem before removal procedures are instituted. The Inspector shall institute the following procedures when negotiating a workmanship problem:
 - Set up a meeting at the job site with the contractor and property owner/agent to attempt to come to a consensus.
 - Contact the contractor the second time by certified mail notifying the contractor that the workmanship is still poor and specifying the areas that need to be addressed to satisfy the contract, giving the contractor a fifteen (15) day period in which to make the required repairs.
- Causing undue damage to an owner's property and the inability or unwillingness to correct the damages. The cost of repairing damages will be deducted from any money owed to the contractor for work already completed. If the amount owed is insufficient to cover the costs of the damage, then the Inspector will assist the property owner, if necessary, to claim damages by legal means.
- Lack of sufficient insurance coverage.
- The inability of the contractor to perform the work within the allotted time.
- Irreconcilable and irresolvable differences between the contractor and the property owner/agent.
- The contractor requests to be removed from the contract. There will be no penalty associated with this request as long as the request is made within thirty (30) days of receiving the Notice to Proceed.

Contractors who are removed from a contract shall be removed from the Approved Contractors List and shall be prohibited from being awarded any contract with the Inspector.

Section VII. APPLICATION APPROVAL/APPEALS PROCESS

Approval Process

Upon acceptance of the bid by the business owner and the Inspector, the project will be packaged according to the eligibility of the owner, the various leverage sources and the Small Cities Development Program. The package is then reviewed to ensure completeness and accuracy. Once the package is approved, the repayment agreement will be drawn up by HLDC for closing with the Applicant.

Applicant Denial Procedure

If a property owner's application is denied for any reason, a letter of denial will be sent to the business within ten (10) working days. The denial letter will clearly outline the reason for denial and inform the applicant that an appeals procedure is available.

Applicant Appeal Process

If a property owner is dissatisfied with the level of assistance they have received, and where an applicant complaint cannot be resolved by the administrator, HLDC will notify the applicant in writing that a written procedure for appeal is available. The appeals procedure is as follows:

- The applicant who wishes to make an appeal must submit such an appeal in writing to the City of Park Rapids.
- The appeal must specifically state the complaint and how the applicant wishes the complaint to be resolved.
- The applicant will need to notify the City in writing within thirty (30) days of the date of their notification of denial of financing.
- The complaint will be presented to the City Council at a regularly scheduled meeting within thirty (30) days of receipt of the written complaint.
- The City Council will review the complaint and make a determination concerning the complaint.
- HLDC will notify the applicant of the City Council's decision regarding the appeal. Notification will be in writing and must be made within then (10) working days of the decision.

After an appeal action has been initiated, HLDC will send the following information to DEED, and the City of Park Rapids:

- A copy of the written complaint and request for satisfaction under the appeals process.
- A copy of all correspondence between HLDC and the appealing client concerning the appeal disposition.
- The final appeal dispositions.

Loan Packages

The administrator shall maintain files on each property owner throughout the duration of the program. Each property owner's file shall include the following:

- Work Progression Chart: This form allows easy monitoring of the file and enables those working with it to see what stage the project is at. This form will be attached to the inside cover of the file.
- SCDP Loan Application: This form will provide project information and pertinent lending data as required by the lenders and Heartland Lakes Development Commission.
 - Proof of property ownership (Warranty Deed, Torrens, Recorded Contract for Deed, recorded Life Estate, etc.) and current property owner's insurance must also accompany the application.
- Property Inspection Form: The Inspection Report shall be prepared by the Inspector. The Inspection Report is designed to include a specific account of the condition of the property and all corrective actions necessary.
- SHPO Response: A letter from SHPO indicating their approval or requirements for the project.

- Scope of Work: The Scope of Work is the contract between the property owner and contractor and specifies the exact work which will be performed at the eligible property.
- Mortgage and Repayment Agreement: This form is the legal mechanism by which a Lien is placed against the improved property until the loan is repaid or forgiven. It establishes and records the City's loan to the property owner in conjunction with the reduced loan portion of the SCDP project.
- Closeout Packet: A letter is sent to the property owner informing them of completion and contains copies of the Repayment Agreement, and Completion Certificates.
- Davis Bacon Documentation: Copies of all Davis Bacon Labor Standards documentation, monitoring reports, and correspondence must be in each project file.

Truth in Lending

A signed statement shall be secured from the owner(s) before the Proceed to Work Order is issued. The statement should be completed for installment (if applicable) and deferred loans as well, emphasizing that re-payment will be necessary if the period for forgiveness has not elapsed.

Repayment Procedures

The City of Park Rapids Small Cities Commercial Rehabilitation Program consists of a mixture of deferred loans and low interest loans at the following proportions: 50% of the total SCDP rehabilitation funds received as 0% deferred loan with a seven (7) year term, that are forgiven at the end of the 7th year; 50% of the total SCDP rehabilitation funds received as a 1% installment loan repaid over a seven (7) year term and 20% of project costs will be owner investment. The following procedures apply:

SCDP Deferred Loans shall be forgiven at the end of the 7th year. Should a property be sold prior to the end of the 7th year, the entire loan principal is due in full. The repayment will be repaid directly to City of Park Rapids. The funds will be placed in a special account.

Section VIII. GENERAL CONDITIONS

Generated Income

Generated Income is any income received by the City of Park Rapids because of the activities supported by State of Minnesota Small Cities Development Program (SCDP) funds. Generated Income must adhere to the following conditions:

- Income and repayments will be used for further rehabilitation activities and will be consistent with the application for funds and the Contract Agreement.
- All Generated Income earned on the activities when the grant is open must be used on grant activities, by subtracting the amount earned from the next disbursement.

The City of Park Rapids agrees to have an approved plan for the use of Generated Income earned after grant closeout.

After closeout, any Generated Income and interest earned must be tracked and reported by year received on a form provided by DEED.

Data Privacy

Property owners' name, address and the amount of assistance received are considered public data under the Minnesota Data Practices Act. Other information provided for the commercial rehabilitation program about a property owner and business is considered private data.

Private data will only be used when it is required for administration and management of the program. People or agencies with whom this information may be shared include:

- Staff and other people involved in program administration.
- Auditors who perform required audits of this program.
- Authorized personnel from the Minnesota Dept. of Employment and Economic Development, the U. S. Dept. of Housing and Urban Development or other local, state and federal agencies providing funding assistance for the loan.
- Those people who are authorized to see it by the applicant.
- Law enforcement personnel in the case of suspected fraud or other enforcement authorities as required.
- Members of the local governing board for addressing/resolving applicant complaints.

Section IX. AMENDMENTS AND DIRECTIVES

These procedural guidelines may be amended or supplemented by HLDC in coordination with the City of Park Rapids.

ADOPTION

These procedural guidelines governing the administration of the Park Rapids Commercial Rehabilitation Program and have been adopted by the action of the Park Rapids City Council on

Date:

Attest:

Witnessed:

RESOLUTION #2025-73

**APPROVE PLANS AND SPECIFICATIONS AND ORDERING DELAYED
ADVERTISEMENT FOR BIDS FOR THE CENTRAL AVENUE (CSAH 1)
WATERMAIN, SANITARY SEWER, AND STREET IMPROVEMENT
PROJECT IN THE CITY OF PARK RAPIDS**

WHEREAS, pursuant to Resolution #2025-65 adopted on March 25th, 2025, Apex Engineering Group have prepared plans and specifications for the street improvements and underground utility reconstruction improvements for Central Avenue, Grove Avenue, King Street, and East River Road, in the City of Park Rapids, known as Central Avenue (CSAH 1); and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Park Rapids, Hubbard County, Minnesota,

1. Such plans and specifications, a copy of which is on file in the city clerk's office, are hereby approved.
2. Hubbard County shall prepare and cause to be inserted in the official paper and on their online bidding platform, contingent upon approvals from Hubbard County and State of Minnesota Department of Transportation, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The date of the advertisement and bid opening shall be determined by the County in coordination with Apex Engineering Group. The advertisement shall be published for a minimum of twenty-one (21) days, shall specify the work to be done, shall state that bids will be received by the County until a date adhering to statutory guidelines based on advertising date, at which time they will be publicly opened by the County, will then be tabulated, and will be considered by the City Council and Hubbard County Commissioners. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the clerk and accompanied by a bid bond.

The foregoing resolution was moved by Councilmember _____, seconded by Councilmember _____

The following Councilmembers voted in favor:
The following Councilmembers voted nay:
The following Councilmembers absent:

(seal)

Vice Mayor Liz Stone

Attest:

Berit Score
City Clerk

Adopted this 25th day of March 2025.



Preliminary Engineering Report

Central Avenue (CSAH 1), King Street, Grove Avenue, and East River Drive
Street & Utility Improvements

City of Park Rapids, MN





Certification

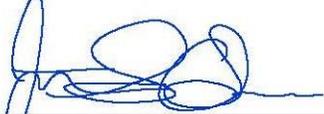
Central Avenue (CSAH 1), King Street, Grove Avenue, and East River Drive Street & Utility Improvements

City of Park Rapids, Minnesota

Apex Project Number 23.621.0214

Certification

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Signature

Jonathan S. Olson
Typed or Printed Name

March 20, 2025
Date

47561
License Number

March 2025
Apex Engineering Group, Inc.
920 McKinley Avenue
Detroit Lakes, MN 56501



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- **EXISTING UTILITIES EXHIBIT NOS. 2 & 3 15**
- **PROPOSED WATER & SANITARY SEWER IMPROVEMENTS EXHIBIT NOS. 4 & 5 15**
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- **PROPOSED TYPICAL SECTIONS EXHIBIT NOS. NO. 8-10 15**





1.0 Introduction

Hubbard County has initiated the reconstruction of Central Avenue (CSAH 1) to address County and City infrastructure needs and improve roadway conditions. In coordination with this effort, the City of Park Rapids has elected to include King Street, Grove Avenue, and East River Drive within the project scope due to their proximity to Central Avenue and the deteriorating condition of the sanitary sewer and watermain infrastructure in these areas. Recognizing the benefits of a coordinated approach, Hubbard County has agreed to this expanded scope.

To provide flexibility in decision-making for the City, improvements to King Street, Grove Avenue, and East River Drive will be included in the bidding documents as an alternate bid, allowing the City to evaluate whether to proceed based on actual bid results.

Apex Engineering Group has been authorized to prepare a Preliminary Engineering Report (PER) to assess infrastructure deficiencies, analyze improvement options, estimate project costs, and provide design recommendations for the reconstruction of Central Avenue, King Street, Grove Avenue, and East River Drive. This integrated approach ensures that both City and County infrastructure needs are addressed efficiently and comprehensively.

1.1 Project Scope

Base Project:

- CSAH 1 (Central Avenue): TH 34 to the City Limits (approx. 5,100 feet)

Alternate Bid Areas:

- King Street: Mill Road to CSAH 1 (approx. 1,200 feet)
- Grove Avenue: TH 34 to King Street (approx. 360 feet)
- East River Drive: Watermain looping (approx. 325 feet)

1.2 Purpose and Scope of Report

This report evaluates existing infrastructure conditions and identifies potential improvement options for the areas shown in Exhibit 1. The scope includes streets, sidewalks, storm sewer, sanitary sewer, watermain, service laterals, and street lighting.

Key objectives of this study are to:

- Document existing infrastructure conditions
- Assess deficiencies and service needs
- Explore feasible improvement options
- Estimate project costs
- Review financing strategies, including alignment with the City's special assessment policy

The study also provides preliminary design recommendations to guide the final design process.





1.3 Related Reference Documentation

Several sources of information were utilized in the development of this report. These include:

- Various historical records and as-built drawings provided by the City of Park Rapids.
- General Field investigation, observations, and topographic survey.
- General discussion with City and County staff and maintenance personnel.
- City GIS database.
- Geotechnical Evaluation Report by Braun Intertec dated December 20, 2024.

2.0 Existing Conditions

The following sections provide an evaluation of existing infrastructure conditions throughout the project area. This includes an evaluation of streets, sidewalks, storm sewer/drainage, sanitary sewer, and water distribution systems.

2.1 Street and Sidewalk

The existing roadways within the project area have bituminous surfaces with typical widths ranging from approximately 22 to 24 feet. The street sections included in this study were most recently reconstructed or initially built as part of a municipal sanitary sewer extension project completed around 1981.

A sidewalk is present along the southern portion of Central Avenue on the west side, extending from King Street to Heartland Street. This sidewalk serves as a pedestrian connection along a key corridor within the area. Additionally, a short section of a multi-use bituminous trail is located north of Kaywood Drive, extending approximately 450 feet and connecting to the Heartland State Trail. This trail segment provides an important recreational link but is limited in its scope and connectivity within the broader network.

The pavement condition across most areas of the project corridor is rated as poor to fair, with widespread deficiencies observed. These include moderate to severe transverse and longitudinal cracking, which compromise the roadway's smoothness and integrity, reducing ride quality and increasing maintenance requirements.

The observed deficiencies are largely attributed to the pavement's age, which has exceeded its intended service life. Over the decades, exposure to traffic loads, freeze-thaw cycles, and other environmental factors have accelerated the deterioration process. The condition of the roadways has reached a point where standard maintenance practices, such as crack sealing or seal coating, or overlaying, are no longer effective or economically viable. Without comprehensive reconstruction, surface deterioration is expected to accelerate, further compromising roadway safety, functionality, and usability.

Reconstruction of these roadways presents an opportunity to address these longstanding deficiencies while incorporating modern design standards, improving pedestrian and multi-use trail connectivity, and enhancing overall infrastructure reliability within the project area.





2.2 Storm Sewer and Drainage

The existing storm sewer system within the project area consists of reinforced concrete pipe (RCP) of varying sizes and configurations. This system is responsible for managing runoff and drainage from local streets and surrounding areas.

The segment extending from the Fish Hook River to Central Avenue along King Street is composed of a 54-inch RCP, transitioning to a 54-inch arch RCP at the eastern end. The bury depths at Central are approximately 1 foot below the existing grade.

On Central Avenue's southernmost block, from Highway 34 to King Street, the storm sewer consists of a 48-inch arch RCP that collects runoff from a significant portion of Highway 34. This section serves as a primary drainage route for stormwater generated along the highway.

North of King Street, the storm sewer was installed as part of the 1981 project and ranges in size from 30 inches at King Street to 24 inches at Heartland Street, providing additional capacity and allowing for future expansion northward.

Televising conducted in the fall of 2024 confirmed that the storm sewer mainline pipe is in sound condition with substantial remaining service life.

Due to the absence of curb and gutter along the streets, the existing inlets are either paved around or located within turf areas, which complicates maintenance and reduces their drainage efficiency. Additionally, the majority of the manholes within the project area are constructed from concrete block and are in poor condition, exhibiting signs of deterioration that may affect their structural integrity and performance.

2.3 Sanitary Sewer

The majority of the project area is served by an existing sanitary sewer system, with the exception of a handful of properties on the north end of Central Avenue that lack service. The sanitary sewer mains are predominantly PVC, except for two segments—one on King Street and one on Grove Avenue—that are vitrified clay pipe (VCP).

Sanitary flows from Central Avenue are directed south to King Street, where they enter a submersible lift station located approximately 100 feet west of Central Avenue. This lift station (beyond scope of study) discharges into a 6-inch PVC force main, which conveys wastewater to an existing VCP main approximately 150 feet east of Grove Street. From there, flows continue south, crossing Highway 34, and ultimately discharge into the City's Lift Station No. 2, which serves as a regional collection point.

Records from the 1981 project indicate that service laterals were constructed using cast iron pipe (CIP), a material not recommended for sanitary sewer use due to its susceptibility to corrosion and mineral calcification. While televising reports do not conclusively confirm the service pipe material, many laterals appear to be PVC with anticipated classification of SDR 35 which is no longer in conformance to City standards.





The condition of the existing infrastructure varies significantly depending on the material:

- Vitrified Clay Pipe (VCP): The VCP mains on King Street and Grove Avenue are in poor condition and could not be televised, suggesting significant degradation. The inability to televise these mains indicates they may require replacement or extensive rehabilitation to restore structural and hydraulic functionality.
- Polyvinyl Chloride (PVC): In contrast, the PVC mains installed in 1981 were successfully televised and found to be in good condition. PVC's inherent resistance to corrosion and smooth interior surfaces contribute to its longevity and lower maintenance requirements, indicating that these portions of the system remain reliable and capable of continued service.

Given the age and deteriorated condition of the VCP mains, as well as the critical role of this system in the area's wastewater infrastructure, replacement or rehabilitation of these mains should be prioritized to prevent potential failures and maintain long-term system reliability.

2.4 Watermain

The existing watermain system within the project corridor consists of a 6-inch cast iron pipe (CIP), likely dating back to the mid-20th century, which aligns with the widespread use of cast iron pipe for municipal water systems during that period. CIP mains from this era are beyond their anticipated useful life and are susceptible to corrosion, leaks, and failure.

Initially, water service laterals to the main were likely constructed using galvanized steel piping, which was common practice at that time. Over the years, it is probable that several of these galvanized service lines have been replaced with more modern materials such as copper or polyethylene (PE) piping due to the susceptibility of galvanized steel to corrosion and failure. The exact number and locations of these replacements are not documented.

3.0 Proposed Improvements

The following sections outline the proposed improvements to the street and utility infrastructure within the project area.

3.1 Street and Sidewalk

The proposed reconstruction of Central Avenue, King Street, Grove Avenue and East River Drive includes significant street and walk improvements to enhance safety, functionality, and drainage.

Central Avenue Improvements

Central Avenue will be reconstructed to a 34-foot face-to-face width, accommodating a 12-foot drive lane and a 5-foot dedicated bike lane in each direction. The street corridor will include R418 curb & gutter and have a pavement section consisting of 4 inches of bituminous pavement





placed in two lifts over 6 inches of aggregate base, meeting the 10-ton capacity requirements outlined by County State Aid standards.

Additional enhancements on Central Avenue include pavement striping for street lighting, dedicated bike lanes, and marked crosswalks at both Highway 34 and Kaywood Drive. These features aim to improve traffic flow, pedestrian safety, and cyclist accommodation along this critical corridor.

King Street and Grove Avenue Improvements

King Street and Grove Avenue will be reconstructed to a 27-foot face-to-face width. Initially, the inclusion of curb and gutter was not planned; however, following additional drainage analysis, it was determined that curb and gutter installation is necessary. The selected curb style will be R418, a drive-over design. This type of curb was chosen due to the narrower street width, which does not accommodate on-street parking. The R418 curb will allow vehicles, such as delivery trucks or mail carriers, to pull onto the adjacent turf when necessary.

The pavement section for King Street and Grove Avenue will consist of 3 inches of bituminous pavement placed in two lifts over 6 inches of aggregate base, aligning with the design standards for other local roads.

3.2 Storm Sewer and Drainage

The proposed storm sewer improvements primarily focus on replacing deteriorated concrete block manholes, as well as replacing inlets and inlet leads to align with new curb and gutter profiles. Additionally, the storm sewer system will be extended northward on Central Avenue to meet current MnDOT State Aid design standards for inlet placement.

Any new pipe installation will utilize reinforced concrete pipe (RCP), and all new structures will be constructed with reinforced precast concrete in accordance with applicable MnDOT standard plates.

3.3 Sanitary Sewer

The proposed sanitary sewer improvements will include selective replacements and upgrades to enhance system performance and address aging infrastructure. The existing PVC mains, which are in good condition, will remain in place and continue to serve their intended purpose. However, segments constructed with vitrified clay pipe (VCP), including associated manholes, will be replaced with new PVC piping and precast concrete manholes. This replacement is necessary to improve system efficiency, ensure compatibility with planned improvements, and eliminate structural deficiencies.

Replacement of existing sanitary sewer service lines is recommended due to concerns with pipe material and thickness classifications.





Additionally, a sanitary sewer main will be extended north of East River Drive to provide service to previously unserved areas and allow for future system expansion.

3.4 Watermain

The proposed watermain improvements include the replacement of the existing CIP mains in all locations. The watermain along King Street will remain 6 inches in diameter, while the watermain along Central Avenue will be upsized to 12 inches. The upgrade on Central Avenue is necessary to improve fire protection and to allow for future system expansion to accommodate the growth of the area.

Both mains will be constructed from PVC C-900 DR-18 pipe to be consistent with City standards. New hydrants and isolation (gate) valves will be installed to enhance system operability and provide greater control over water distribution. Ductile iron fittings will be used for connections and transitions between pipe segments.

Water service lines will be replaced to the property line, with new service pipe made of cross-linked polyethylene (PEX) material. This will ensure improved reliability and a longer service life for each connection.

Additionally, any water service lines identified as being made of lead or galvanized material will be replaced from the property line to the meter inside the house. This will be funded through grants received from the Minnesota Public Facilities Authority (MN PFA) for lead service line replacements. These replacements will require coordination with property owners to obtain necessary easements and ensure proper installation.

4.0 Design and Construction Considerations

4.1 Right-of-Way

The existing right-of-way (ROW) along Central Avenue (CSAH 1) varies throughout the project area. However, the County has indicated that it holds prescriptive easements extending 33 feet in each direction from the centerline. This 66-foot-wide corridor is sufficient for the City's infrastructure needs.

The ROW widths along King Street and Grove Avenue vary, but both streets are platted, and the existing ROWs are sufficient to accommodate the planned street improvements.

For utility services, such as water and sewer, the service lines often extend beyond the 33-foot ROW or prescriptive street easements. These extensions are generally covered under prescriptive rights but may still require confirmation or additional legal considerations. It is important to note that any claims of prescriptive easement may carry risks, and seeking legal advice to ensure the proper documentation and rights are in place is advisable.

Additionally, there are various locations within the project area where temporary easements may be required for grading, tie-ins, and driveway sloping. These temporary easements will





facilitate construction activities but will only be necessary for a limited duration, ensuring minimal impact to property owners.

4.2 Design Standards

Various design standards, practices, and regulatory guidelines will be utilized to design the proposed improvements. The following summarizes the most applicable regulatory design standards:

Sanitary Sewer: Design will be in accordance with the Minnesota Pollution Control Agency (MPCA) and the Ten States Standards for Wastewater Facilities.

Watermain: Design will be in accordance with the Minnesota Department of Health (MDH), Ten States Standards for Water Works, and general City design practices.

Street: Design of Central Avenue will be in accordance with MnDOT State Aid rules. Other local street improvements will be as approved by the City of Park Rapids.

Storm Sewer: Storm sewer on Central Avenue will be designed in accordance with State Aid Rules, including gutter spread calculations and inlet design for a three-year storm event.

Sidewalks and Pedestrian Facilities: The American Disabilities Act (ADA) of 1992 will be utilized as the basis of design along with the (Proposed) Public Rights-Of-Way Accessibility Guidelines (PROWAG), dated August 8, 2023, to the extent practical.

4.3 Permits

Various permits from regulatory agencies will be required for the proposed improvements.

MPCA (Sanitary Sewer Extension Permit): A permit will be required from the Minnesota Pollution Control Agency (MPCA) for the extension of sanitary sewer, as it is a change in the configuration and capacity of the system.

MPCA (Stormwater & Erosion Control): The MPCA is responsible for administering the National Pollution Discharge Elimination System (NPDES) permits for storm water construction. A permit application will need to be submitted for the project as it will disturb more than one acre of area.

MDH: A permit from the Minnesota Department of Health (MDH) will be required for the water distribution system improvements.

MNDOT: Right-of-way permits may be required from MnDOT for placement of temporary traffic control and detour signage along MH Highway 34.

4.4 Soil and Groundwater Conditions

Geotechnical analysis of the project area indicated that the existing soils are predominantly granular, providing a suitable subgrade for the proposed utilities and pavement sections.





Groundwater is not anticipated to be a factor on any of the utility installations.

4.5 Private Utilities

Several private aerial and underground utilities exist within the project areas. The utility companies have been notified, and the relocation coordination efforts have begun.

4.6 Project Schedule

Table 1 below outlines a preliminary schedule for the proposed project based on the current understanding of the proposed improvements.

Table 1: Preliminary Project Schedule

Activity	Date(s)
Present/Approve PER	March 2025
Approve Plans and Authorize Bidding	March 2025
Receive bids	April 29, 2025
Public Hearing	May 13, 2025
Construction	Summer 2025
Assessment Hearing	Fall 2025

5.0 Opinion of Estimated Costs

The following Table Nos. 2 and 3 outline the cost opinion associated with the proposed improvements contained in this report. The estimated costs below included engineering fees, construction contingency, permits, minor administrative fees, and geotechnical investigation and testing. These costs are prorated into the various improvement elements.

Table 2: General Project Cost Summary

Project	Total Estimated Costs	Percent of Project Total
Base Bid – Central Ave. (CSAH 1) Street & Utility Improvements	4,892,000	77%
Alt. No. 1 – King St., Grove Ave., & East River Dr.	1,472,000	23%
Total:	\$6,364,000	100%





Table 3: Project Cost Summary by Category

Item	County	City	Estimated Cost
Street	1,454,000	613,000	2,067,000
Bike Lane	606,000	-	606,000
Sidewalk	349,000	-	349,000
Stormwater	519,000	98,000	617,000
Sanitary Sewer	-	359,000	359,000
Residential Sewer Services	-	339,000	339,000
Watermain	-	1,592,000	1,592,000
Residential Water Services	-	424,000	424,000
Commercial Sewer Services	-	5,000	5,000
Commercial Water Services	-	6,000	6,000
Total:	\$2,928,000	\$3,436,000	\$6,364,000

6.0 Funding and Financing

The project costs will be financed by a combination of County State Aid Funds, County LOST (sales tax) funds, City funds, Public Facilities Authority (PFA) Lead Service Line Replacement, and special assessments to the adjacent properties.

It is recommended the City and the County enter into a formal Cooperative Agreement (CA) defining the cost shares and responsibilities. The following cost-sharing splits are typical and assumed for the purposes of the report. The actual cost splits may vary upon development and execution of the CA.

Hubbard County will be responsible for costs associated with the following items on Central Avenue (CSAH 1):

- Street
- Sidewalk
- Storm sewer
- Lighting

City of Park Rapids will be responsible for:

- Watermain and services
- Sanitary sewer and services
- Street and storm sewer restoration on King Street, Grove Avenue and East River Drive

Per the direction of the City Council, the City does not intend to assess for any costs covered by Hubbard County, all other costs that are the responsibility of the of the City are to be assessed to benefitting properties in accordance with the City Assessment Policy as modified below:





- Sanitary Sewer and Watermain: One hundred percent (100%) of the standard sanitary sewer and watermain costs can be assessed against the benefited properties. “Standard” watermain and sanitary sewer systems are defined as 6-inch and 8-inch systems, respectively. The City shall assume any costs associated with oversizing sanitary sewer and watermain or any watermain looping.
- Sewer and Water Service Laterals: One hundred percent (100%) of the costs to install or replace sanitary sewer or water service laterals will be assessed to the benefited properties.
- Street and Storm Sewer Improvements: Sixty percent (60%) of the City-related basic street restoration costs and fifty percent (50%) of the storm sewer costs not covered by the County will be prorated into the watermain assessment, as all properties on the project corridors will be receiving a watermain assessment.

The remaining project costs discussed above are not assessable will be assumed by the City.

6.1 Allocation of Assessable Costs

The assessable costs, presented in Table 4 above, will be distributed/allocated to the benefited properties in accordance with the City’s Special Assessment Policy.

6.1.1 Application of Assessment Policy

Sanitary Sewer and Watermain:

The assessable sanitary sewer and watermain costs are divided by the number of assessable units (frontage) to determine the assessment rate. An assessment to the property is equal to the assessment rate multiplied by the assessable unit (frontage) for the property. The assessable unit is considered “frontage” and is determined by the following:

- For rectangular interior lots, the “frontage” shall be equal to the dimension of the side of the lot abutting the improvements.
- For rectangular corner lots, the “frontage” shall be equal to the dimension of the smaller of the two sides of the lot abutting the streets, whether the improvement is made on the street abutting the short side of the lot, on the street abutting the long side of the lot, or both (i.e., the short side of the lot is used to determine the frontage).
- An average width/dimension shall be assigned to irregularly shaped lots to determine the frontage.

For purposes of calculating the assessment rate, all abutting frontage is included in the rate calculation. This includes non-assessable footage such as all or portion of side lot footage on corner properties and undevelopable properties. This methodology helps to ensure that assessment rates are comparable and equitable from project to project across the City. It





eliminates factors, such as the number of corner lots or large amounts of undevelopable property which can impact the assessment rates and create large imbalances.

Sewer and Water Service Laterals:

Sewer and water service laterals shall be assessed on an “each” basis. The assessable costs associated with sewer and water services are divided by the number of units to determine a rate. Each individual sewer and water service to a property is considered a unit.

Tables 5 contain summaries of the estimated assessment amounts and City share amounts for the proposed improvements categorized by the various project items.

Table 4: Assessment Summary by Project Item

Project Item	Assessments Amount	City Share Amount
Sanitary Sewer	286,365	73,199
Residential Sewer Services	340,000	
Watermain	1,292,500	\$1,011,136
Residential Water Services	421,800	
Commercial Sewer Services	5,000	
Commercial Water Services	6,000	
Total:	\$2,351,665	\$1,084,335

Tables 7 outlines the example assessment for 50-, 75-, 100-, and 200-foot lots being assessed for sanitary sewer, watermain, and service laterals.

Table 5: Example Assessments

Item	Rate	Lot Width (Feet)		
		50	100	150
Sanitary Sewer	\$85	4,250.00	8,500.00	12,750.00
Residential Sewer Services	\$4,000	4,000.00	4,000.00	4,000.00
Watermain	\$125	6,250.00	12,500.00	18,750.00
Residential Water Services	\$5,700	4,000.00	4,000.00	4,000.00
Commercial Sewer Services	\$5,000			
Commercial Water Services	\$6,000			
		\$18,500.00	\$29,000.00	\$39,500.00

There are several large parcels or property owners with multiple parcels within the project area. These properties may see assessments significantly higher than the examples above.

7.0 Summary

The project area needs a variety of improvements to the street and underground infrastructure. This report has reviewed the existing infrastructure to identify conditions and deficiencies. The proposed improvements include reconstruction of street surfaces, storm sewer, sidewalks, sanitary sewer,





watermain, and service laterals. The report outlines an opinion of project costs, distribution and allocation of project costs, and estimated assessment rates.

The proposed improvements are necessary to ensure the City and County provide and maintain sufficient and reliable infrastructure serving the properties within and beyond the project area. The proposed improvements are feasible and cost-effective relative to similar types of improvement projects. To further advance this project, the City should receive construction bids and hold a public hearing in accordance with Minnesota State Statute 429 and to gain further input from the adjacent property owners.



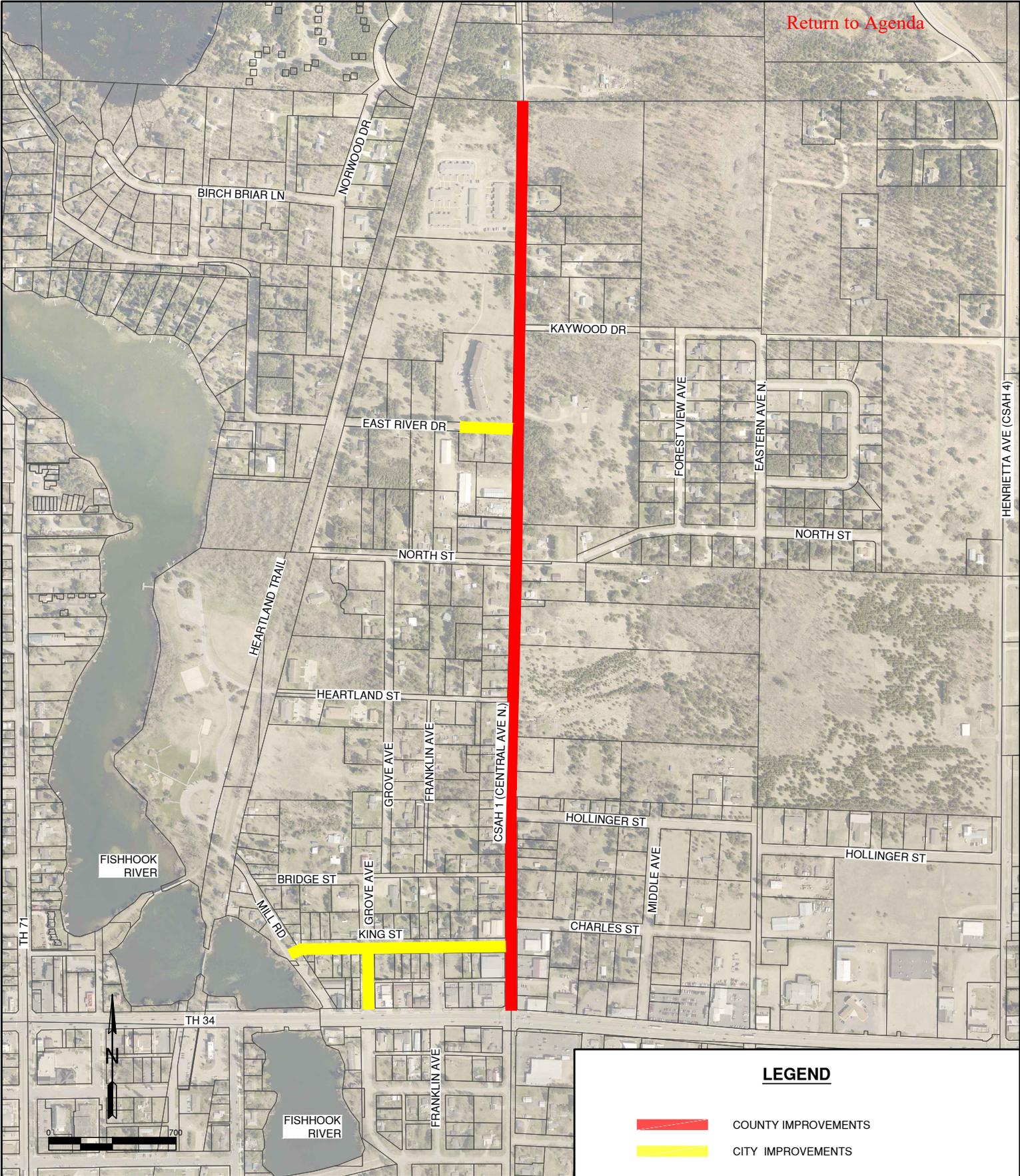


Appendix

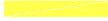
Appendix A – Exhibit Drawings

- Location MapExhibit 1
- Existing Utilities.....Exhibit Nos. 2 & 3
- Proposed Water & Sanitary Sewer Improvements.....Exhibit Nos. 4 & 5
- Proposed Street & Drainage ImprovementsExhibit Nos. 6 & 7
- Proposed Typical Sections Exhibit Nos. No. 8-10





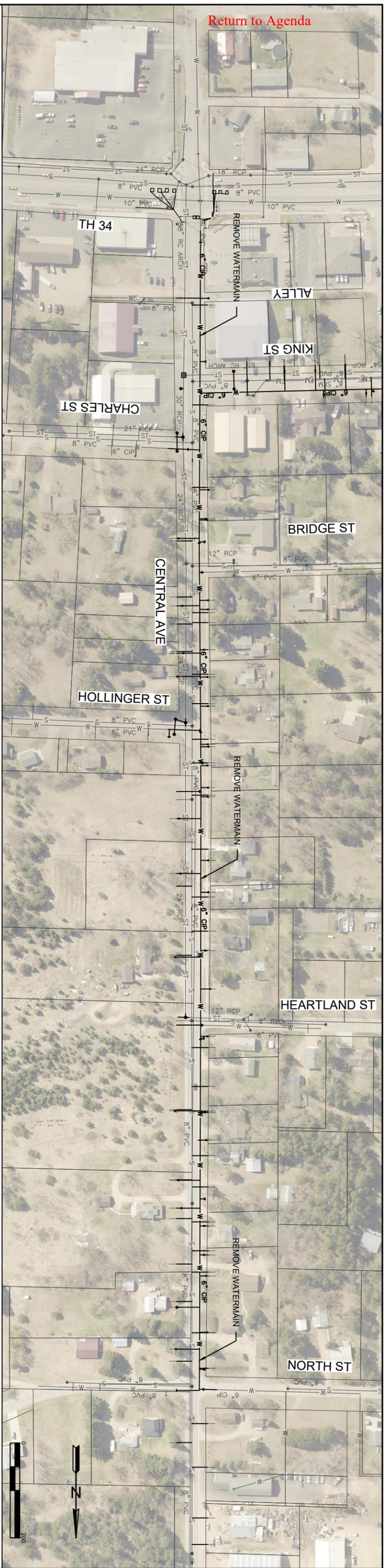
LEGEND

-  COUNTY IMPROVEMENTS
-  CITY IMPROVEMENTS

**CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS**

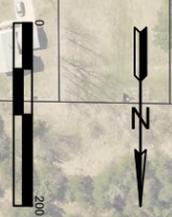
**EXHIBIT 1
PROJECT LOCATION MAP**



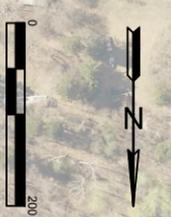


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CENTRAL AVENUE
TRUNK HIGHWAY 34 TO NORTH STREET



CENTRAL AVENUE
NORTH STREET TO NORTH CITY LIMITS

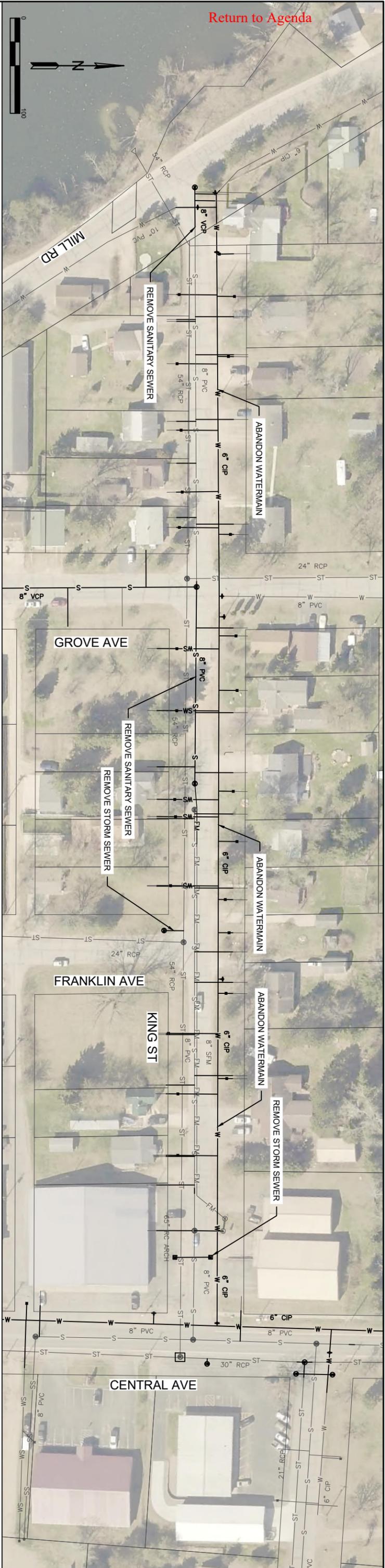


- LEGEND**
- W ——— EXISTING WATERMAIN
 - S ——— EXISTING SANITARY SEWER
 - ST ——— EXISTING STORM SEWER

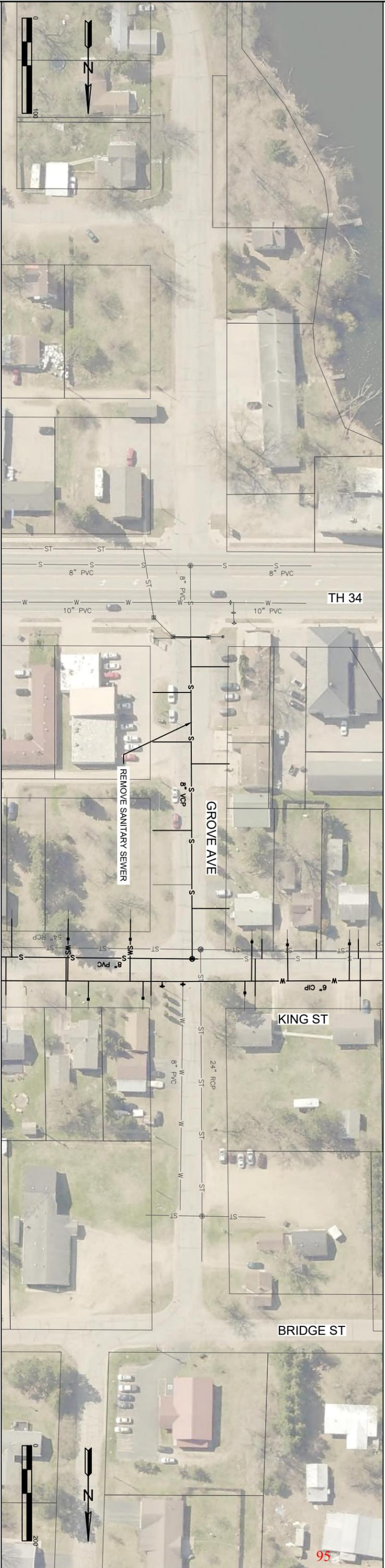
CITY OF PARK RAPIDS

CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS

EXHIBIT 2
CENTRAL AVENUE
EXISTING UTILITIES



KING STREET
MILL ROAD TO CENTRAL AVENUE



GROVE AVENUE
TRUNK HIGHWAY 34 TO KING STREET

LEGEND

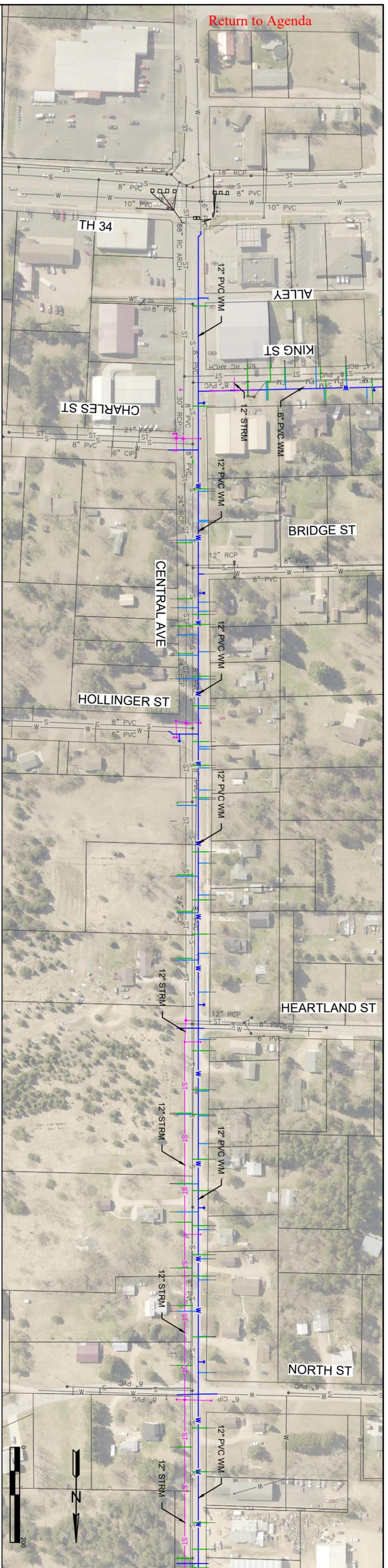
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- S ——— EXISTING SANITARY SEWER
- ST ——— EXISTING STORM SEWER



CITY OF PARK RAPIDS

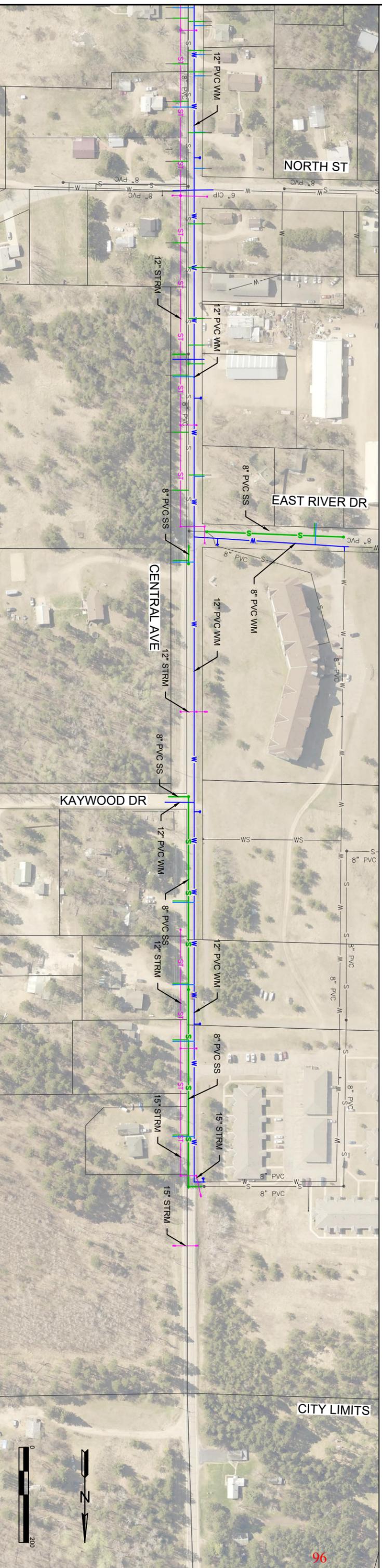
CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS

EXHIBIT 3
KING STREET & GROVE AVENUE
EXISTING UTILITIES

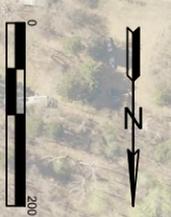


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**CENTRAL AVENUE
TRUNK HIGHWAY 34 TO NORTH STREET**



**CENTRAL AVENUE
NORTH STREET TO NORTH CITY LIMITS**



LEGEND

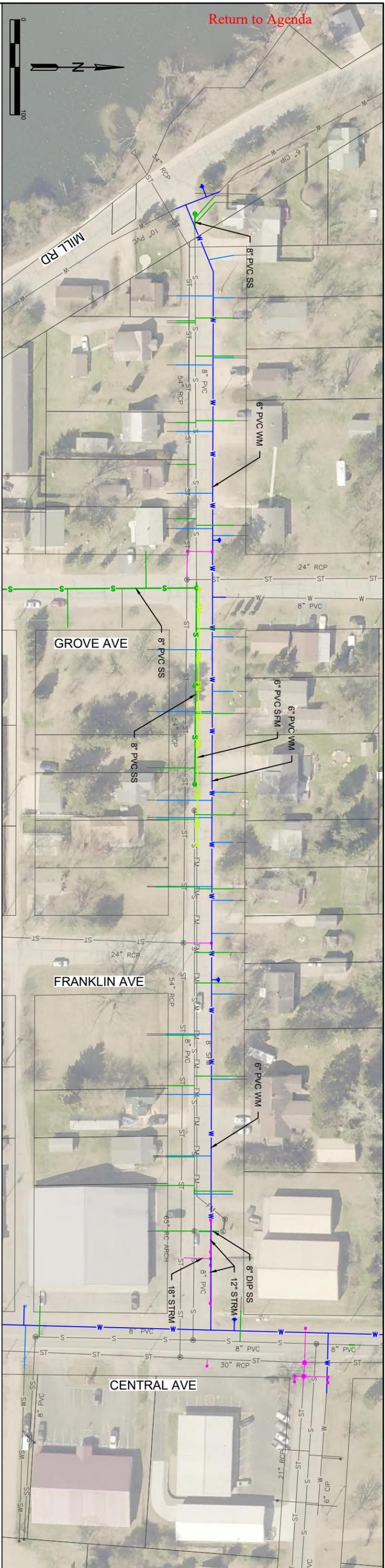
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	EXISTING SANITARY SEWER
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	PROPOSED WATERMAIN
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER

CITY OF PARK RAPIDS

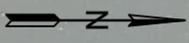
**CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS**

**EXHIBIT 4
CENTRAL AVENUE
PROPOSED SANITARY SEWER & WATERMAIN**

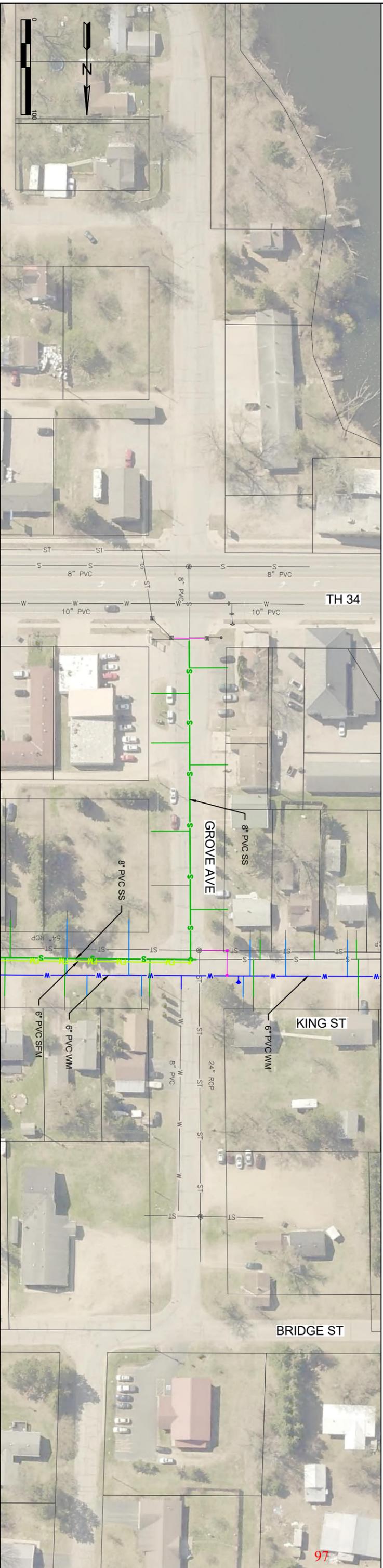
Date: MARCH 20, 2025 Drawn By: TAMI Apex Project #: 23.621.0214
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[Return to Agenda](#)



KING STREET
MILL ROAD TO CENTRAL AVENUE



GROVE AVENUE
TRUNK HIGHWAY 34 TO KING STREET



LEGEND

- W — EXISTING WATERMAIN
- S — EXISTING SANITARY SEWER
- ST — EXISTING STORM SEWER
- W — PROPOSED WATERMAIN
- S — PROPOSED SANITARY SEWER
- ST — PROPOSED STORM SEWER

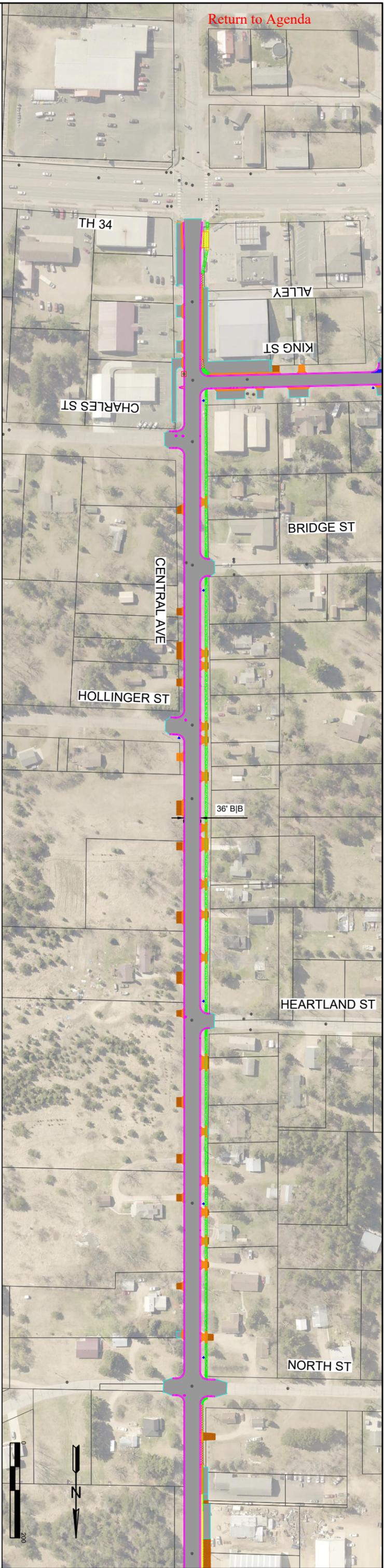


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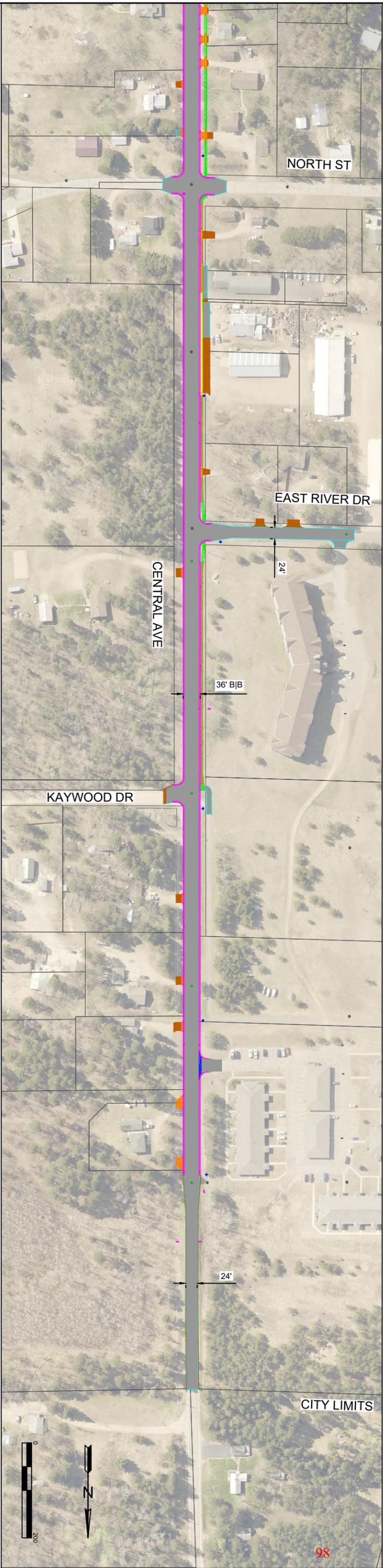
**CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS**

**EXHIBIT 5
KING STREET & GROVE AVENUE
PROPOSED SANITARY SEWER & WATERMAIN**

Date: MARCH 20, 2025 Drawn By: TAM Apex Project #: 23.621.0214
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CENTRAL AVENUE
TRUNK HIGHWAY 34 TO NORTH STREET



CENTRAL AVENUE
NORTH STREET TO NORTH CITY LIMITS

LEGEND

-  BITUMINOUS PAVEMENT
-  4" CONCRETE SIDEWALK
-  6" CONCRETE SIDEWALK
-  6" CONCRETE DRIVEWAY PAVEMENT
-  8" CONCRETE VALLEY GUTTER
-  6" AGGREGATE SURFACING
-  CONCRETE CURB & GUTTER



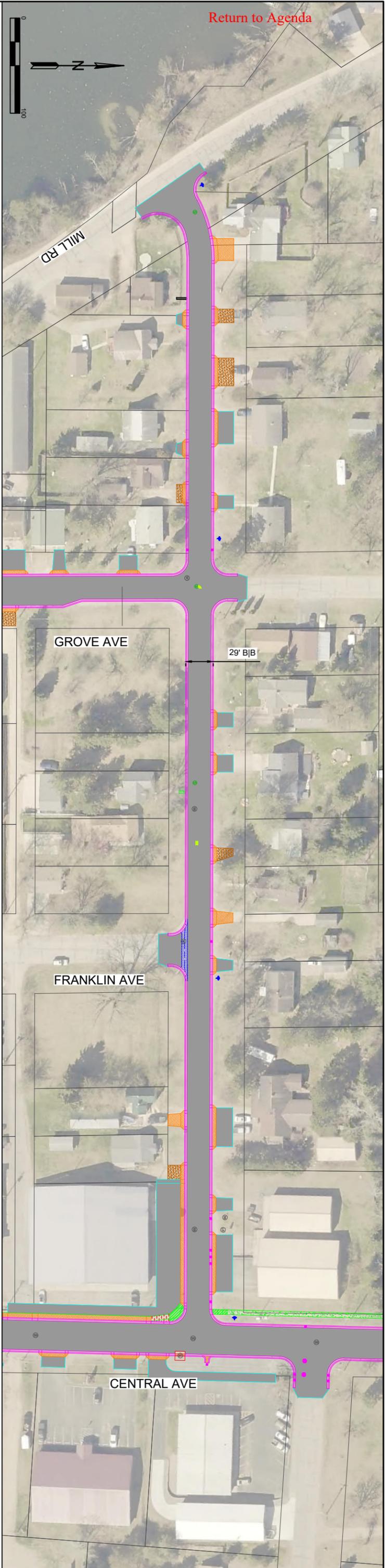
CITY OF PARK RAPIDS

CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS

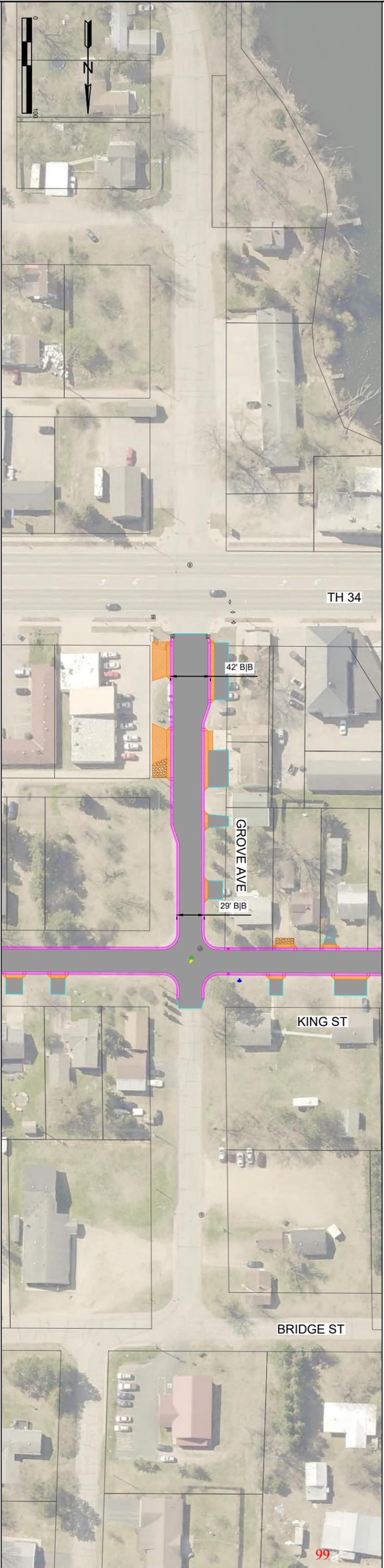
EXHIBIT 6
CENTRAL AVENUE
PROPOSED STREET IMPROVEMENTS

Date: MARCH 20, 2025 Drawn By: TAMI Apex Project #: 23.621.0214

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KING STREET
MILL ROAD TO CENTRAL AVENUE



GROVE AVENUE
TRUNK HIGHWAY 34 TO KING STREET

LEGEND

- BITUMINOUS PAVEMENT
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- 6" CONCRETE DRIVEWAY PAVEMENT
- 8" CONCRETE VALLEY GUTTER
- 6" AGGREGATE SURFACING
- CONCRETE CURB & GUTTER

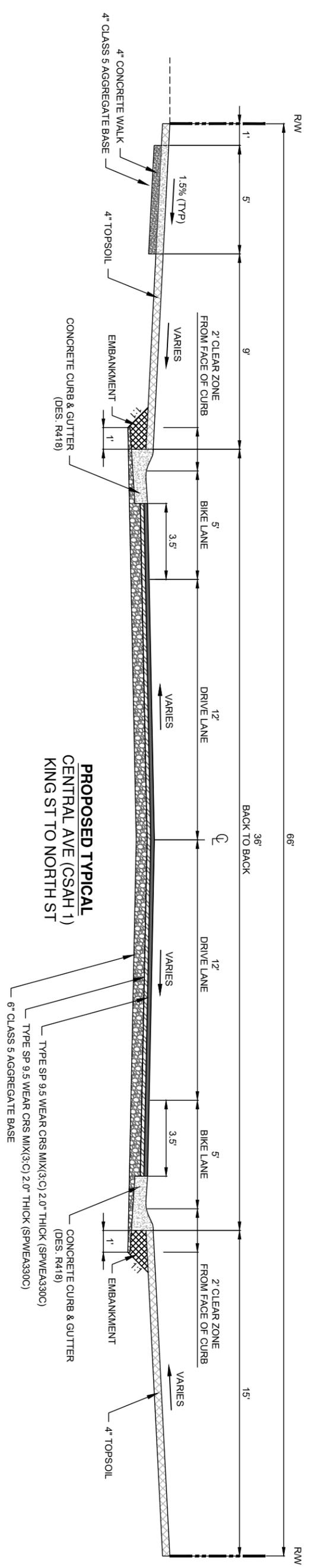
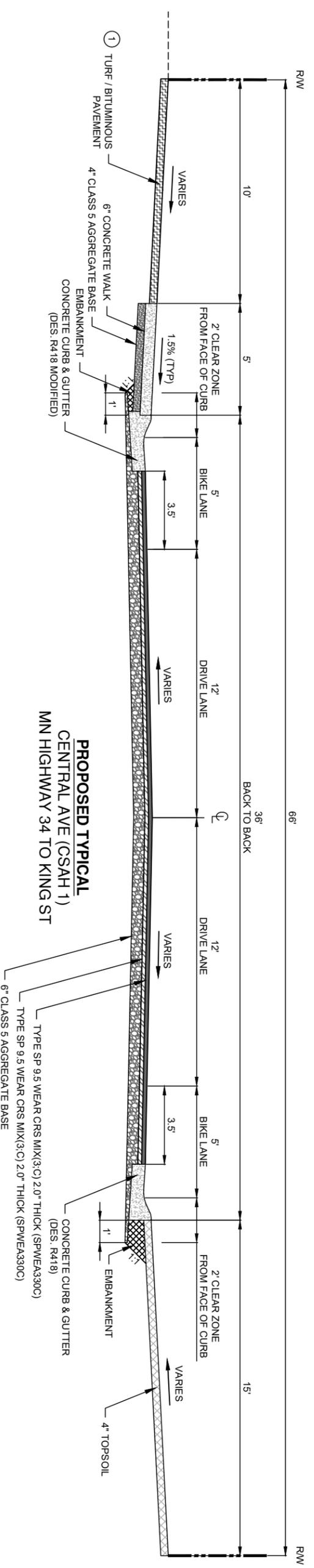


CITY OF PARK RAPIDS

CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS

EXHIBIT 7
KING STREET & GROVE AVENUE
PROPOSED STREET IMPROVEMENTS

Date: MARCH 20, 2025 Drawn By: TAM Apex Project #: 23.621.0214



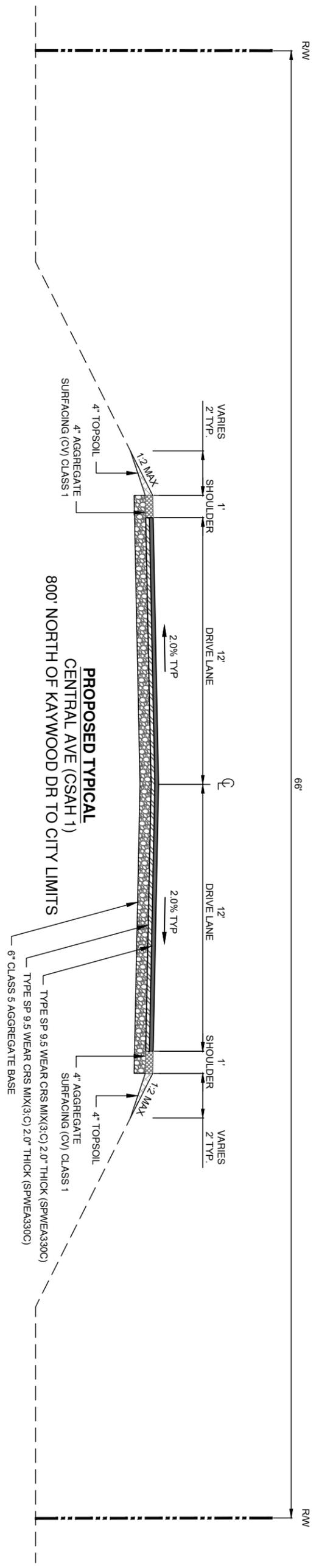
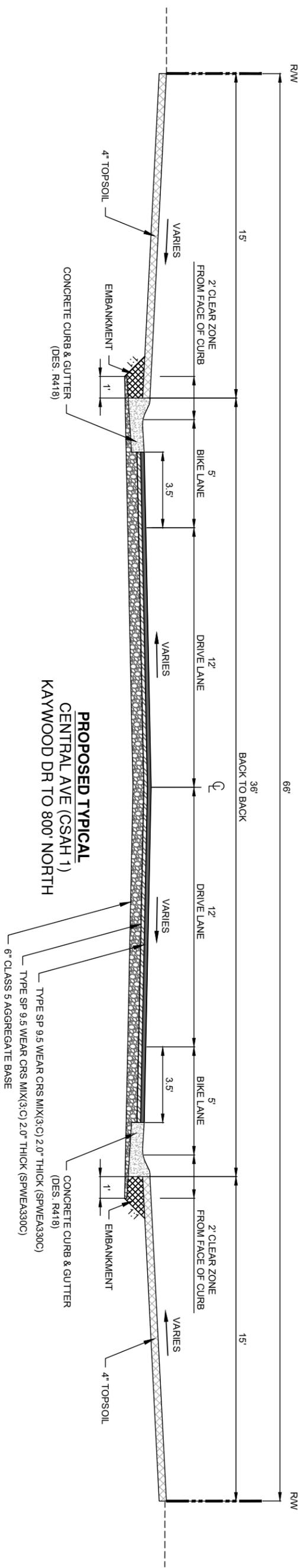
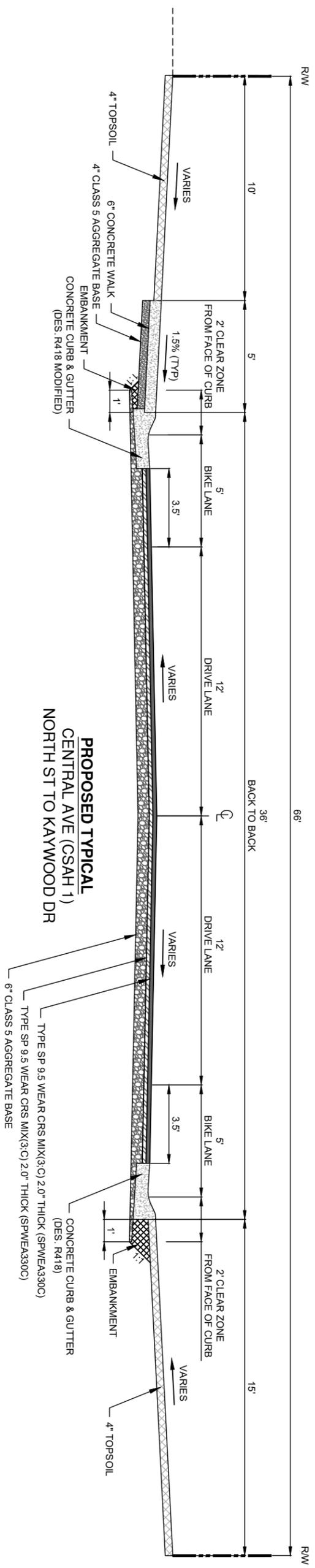
- NOTES:**
- ① LOCATION OF LANDSCAPE ROCK AND BITUMINOUS DRIVE PAVEMENT VARIES. PLAN VIEWS FOR MORE INFORMATION.



CITY OF PARK RAPIDS

**CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS**

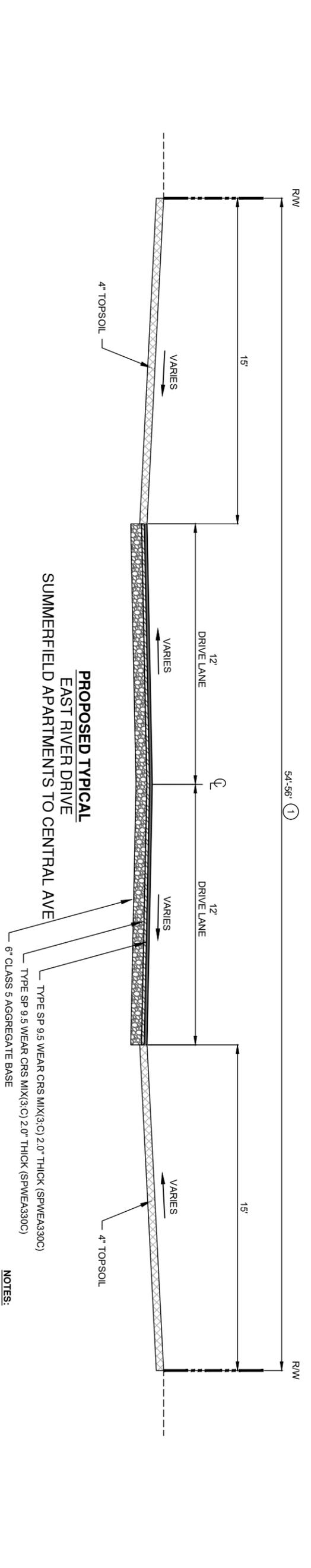
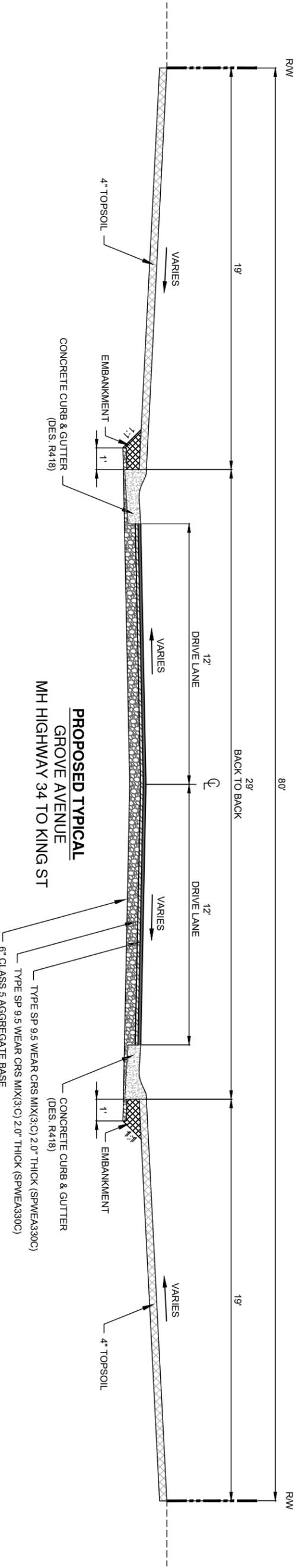
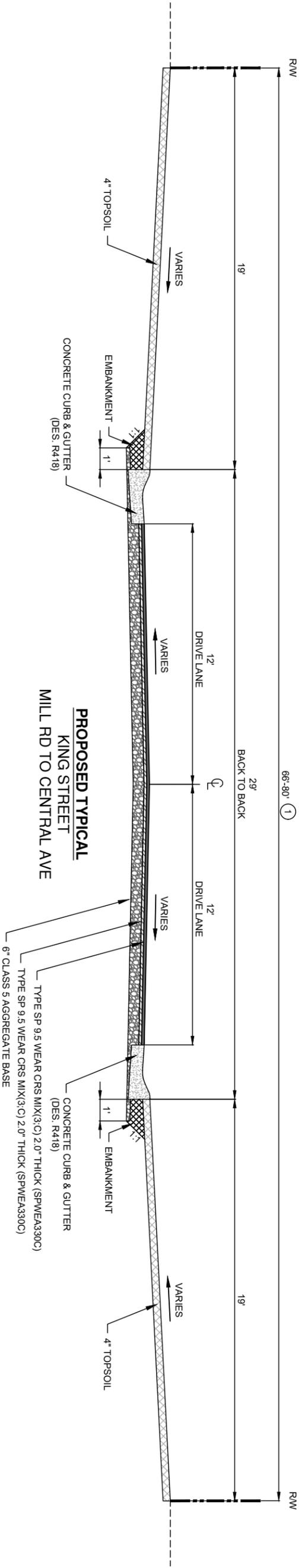
**EXHIBIT 8
PROPOSED TYPICAL SECTIONS**



CITY OF PARK RAPIDS

**CENTRAL AVENUE (CSAH 1)
STREET & UTILITY IMPROVEMENTS**

**EXHIBIT 9
PROPOSED TYPICAL SECTIONS**



NOTES:
 ① SEE PLAN SHEETS FOR VARYING ROW LOCATIONS AND DIMENSIONS.



CITY OF PARK RAPIDS

**CENTRAL AVENUE (CSAH 1)
 STREET & UTILITY IMPROVEMENTS**
EXHIBIT 10
PROPOSED TYPICAL SECTIONS

**CITY OF PARK RAPIDS
PARKS & BEAUTIFICATION BOARD REGULAR MEETING MINUTES**

Monday, February 10, 2024, Noon

City Hall Council Chambers

Park Rapids, Minnesota

1. CALL TO ORDER: The meeting was called to order at 12:00 p.m. by Acting Chair Kim Donahue.

2. ROLL CALL: In attendance were: Kim Donahue, Zelda Novak, Sue Cutler, Michelle Nickolauson, Council representative Jeremy Engholm, Administrator Angel Weasner, and Staff Dawn Rouse. Barb Thomason joined the meeting in progress.

3. ADDITIONS TO THE AGENDA: Cutler requested more information on items referenced in newspaper articles: cameras in Pioneer Park, the new 3.3-acre park by Walmart, and an update on the history trail.

4. APPROVAL OF MINUTES: Novak moved, Nickolauson seconded to approve the minutes of the December 9, 2024 meeting. Motion carried.

5. PARKS REPORT – STEPH PAZDERNIK: Pazdernik was not in attendance at the meeting as she was voiceless today. She has been clearing sidewalks. Weasner reported that they are looking at trees being removed to provide the materials for the natural play components at Deane Park.

6. GENERAL BUSINESS:

6. A. ELECTION OF OFFICERS. With unanimous approval and with his permission (prior meeting), Stuart Larson was willing to continue as board chair. Unfortunately, Bob Wills will not be able to fill the vacant position on the board, but he is willing to act in an advisory capacity. A new member will need to be found. The board is in need of a vice-chair. Jeremy Engholm nominated himself, but was informed that, as council representative, he could not fill that position. Sue Cutler agreed, with unanimous approval, to act in that capacity.

6. B. INTRODUCTION OF NEW COUNCIL MEMBER. New City Council member and appointed representative on the Parks and Beautification Board member Jeremy Engholm introduced himself briefly, adding, "It's been a little bit of a ride so far." He was welcomed to the board.

6. C. RED BRIDGE PARK.

1. BEACH HOUSE – GRANT? Weasner had received information on an outdoor grant by the DNR. She believes both the project at Red Bridge Park and the handicapped-accessible playground at Lindquist Park would "hit almost every box, and she would like to file separate applications for those two projects. She gave board members a map of the Red Bridge Park area with "possibilities," including a handicapped-accessible kayak launch and a bigger fishing pier, and

pathways extending from Beach House to each area. A local gentleman with experience in stonework and restoration was in the process of developing plans and an estimate to turn the Beach House into an open-air pavilion. A rough sketch was Handicapped-accessible port-a-potties with fencing installed for privacy and aesthetics would be added. A pad would be poured and a vendor sought for a potential kayak rental operation, similar to the company who presented last March. Weasner expressed her opinion that the rental should include long boards, which met with an enthusiastic response. The grant is a state grant with some federal monies. If either or both projects were selected, the grant would go along way toward realization of the plans to make the parks even more accessible to a broader range of interests and capabilities. **All those present were in approval of applying for the grant money for both the Red Bridge Park and Lindquist Park projects.**

6. D. LINDQUIST PARK.

1. HANDICAPPED-ACCESSIBLE PLAYGROUND – GRANT? As referenced above, a separate grant application would be submitted for this project. Weasner has most of the information she needs to prepare the application. She just needs to complete the necessary paperwork.

6. E. DEPOT PARK.

1. FYI - SNOW SCUPTURE EVENT – FEBRUARY 15-16, 2025. Board members had received a poster about the upcoming inaugural event put on by Arts and Culture Committee at Depot Park. Thus far, two teams have applied. Four boxes with snow blown into them will be prepared to be hand sculpted by the artists. Fire cans, used by the Chamber at their tree lighting, will be brought over and used to roast marshmallows. Judging will be at noon on Sunday, February 16. Six awards are planned. Hilltop Lumber and L & M Supply of Park Rapids are sponsoring the event. Information on the event had been publicized in the newspaper.

6. F. PARK FINANCE TOPICS (OUT OF ORDER).

1. REVIEW PARKS MONTHLY EXPENDITURE GUIDELINES. Donahue asked whether any funds had been carried over from last year. Weasner responded that, technically, the budget had been overspent so there would be no carryover. The council, however, had agreed to \$50,000 for this year's budget. In answer to a question about the feasibility of last year's part-time summer helper returning, Weasner indicated he probably won't return.

6. G. OTHER. In response to Cutler's requests, these items were added to the agenda:

1. CAMERAS. More research is being done into the cost of placing cameras at Pioneer Park downtown. There is a need to be able to identify potential pet owners who are not cleaning up after their animals. The cost of the cameras will not be taken from the Park Board's capital outlay funds.

2. THE 3.3 ACRE PARK BY WALMART. The new development will feature a centrally located 3.3-acre park, closer to the apartments with water retention on the other side. The plat is currently being drawn now. To address concerns about accessibility, Finley Street will be developed with the subdivision grant. It

currently is listed a “super driveway.” The 40-acre project will have significant infrastructure—all water, sewer, and street stuff will be place. The project has not been awarded to a contractor yet.

3. HISTORY TRAIL UPDATE. This project, funded completely through grant monies, had been discussed previously with the Parks and Beautification Board by the Arts and Culture Committee. The project has two phases. During the first phase, locations having historical significance to Park Rapids (28) were identified. In the second phase, plaques and signs with QR codes with verbiage accepted by the grant were developed. The locations are mainly within city limits. A website will be also be developed with more information about the sites. The only “match” for this project is in-kind financial work provided by Weasner.

In other business, Cutler wondered if Scott Winters, the sales representative for the new playground equipment desired for Lindquist Park, might be helpful to find grants. Per Weasner, the company has their own grant process and more information will be available as the project unfolds. Public health grants offered by the State of Minnesota might offer more grant opportunities especially for projects catering to disabilities. The board thanked Weasner for her work on the grants.

Novak indicated that her husband, Larry, a former member of the Parks and Beautification Board would be interested in coming back if having both of them on the board at the same time was possible. Weasner indicated that, if he was interested, he should send an email or letter of interest to her. Once received, an interview would be scheduled.

6. H. ADJOURN. Nickolauson moved, Engholm seconded to adjourn the meeting at 12:30 p.m. There was no dissent. The next meeting will be March 10, 2024, at noon.

Kim Donahue
Acting Chair

Attest:

Dawn Rouse
Accounts Payable Clerk

**CITY OF PARK RAPIDS
REGULAR MEETING
PLANNING COMMISSION**

March 10, 2025, 5:00 p.m.

Park Rapids City Hall, 212 Second Street West

1
2 **1. CALL TO ORDER:** The March 10, 2025, Regular Meeting of the Park Rapids
3 Planning Commission was called to order at 5:00 p.m. by Chair Hocking.

4
5 **2. OATH OF OFFICE:** Chair Scott Hocking administered the Oath of Office to
6 New Planning Commissioner Mark Hailstone. The commissioners welcomed Hailstone.

7
8 **3. ROLL CALL:** Present: Commissioners Nancy Newman, Scott Hocking, Joe
9 Christensen, Anthony Schiller, Mark Hailstone and City Council Member Liz Stone.
10 Staff Present: City Administrator Angel Weasner, Planner Ben Oleson,
11 Planning/Administrative Assistant Carmen L. Lockhart. Others Present: Ed Ranson,
12 Teresa Churchman, Julie Lovin, Pete Young and Barb Parries.

13
14 **4. APPROVAL OF AGENDA:** A motion was made by Newman, seconded by
15 Christensen, and unanimously carried to approve the agenda as presented.

16
17 **5. APPROVAL OF MINUTES:** A motion was made by Newman, seconded by
18 Christensen and unanimously carried to approve the Minutes of the January 13,
19 2025 meeting as presented.

20
21 **6. PUBLIC HEARING:**

22
23 **6A. Variance request from Edoma W. Ranson Jr., to construct a new**
24 **dwelling and attached garage in place of an existing dwelling/attached**
25 **garage/patio with a front yard setback of approx. 16 ft for the attached garage and**
26 **31 feet for the dwelling where a 35 ft setback is required at 14510 Eagle Pointe**
27 **Drive, located in an R-1 and S-O Districts. PID#32.14.02000.**

28
29 Oleson explained yes the variance requests are from the road setback on this
30 drawing that's on your screen. It's showing the existing house there. They would like to
31 take that down. It's just got a one stall garage on it right now and comes in on that south
32 end and then they would be making it larger to the north and to the east towards the
33 river but not any closer to the road it would kind of be in line with what's already there so
34 but it's within that road setback at least based on our estimates we don't have a survey
35 of the property unless he was able to find one which he can address as he gets into this
36 but that would be the request for the variance. I will leave it at that for now.

37
38 **The public hearing was opened at 5:04 p.m.**

1 Ed Ranson and I'm at 14510 Eagle Point Drive. I live in the existing house on that
2 property. This is Terry Churchman. She is essentially my spouse and lives with me.
3 Shall I tell you what I'm gonna do?
4

5 Hocking said yes, please.
6

7 Ranson said Mr. Oleson pretty much explained it. The existing house, can you all
8 hear me? The existing house is actually sort of built in three pieces. There was an initial
9 cabin on the south end. A single car garage was added, created sort of a kitchen in
10 back and then on the north end another addition was put on for a pair of bedrooms. So
11 it's kind of a cobbled together structure. I don't know what the dates of construction are
12 exactly. There it is. So the center part was first, then the garage was added when it was
13 added. It's lower than the floor of the house so it's actually a multi-level structure even
14 though it's a very small house. Then the north part was added on there's in a basement
15 under all but the garage crawl space on the opposite side of the basement. So there is a
16 basement. It's a walkout in the back. It's on a very steep hillside. The only flat area is
17 where the existing house is, the back side again being a walkout. We're right on the,
18 they're sort of an embankment. it's not really an embankment but they call it a bluff on
19 the map that I've seen that runs along here where the contour lines are closer together
20 so you can see this is this is the flat part where the existing house on the other houses
21 in the area the one next door also on the same flat part and the other end up here. This
22 one on the flat part. This is Highway 71 just so that you know where we are. That's Y-
23 Steakhouse, you know, to the to the north there, there you go. And there's the RV place,
24 the ice house place across across the road. My lot, just for reference, narrows down
25 very sharply although I've got a fair amount of shoreline here it's essentially unbuildable
26 down here where the you know is very narrow and also a lot of topographical change
27 there. So what I want to do is build a new house all on one level single story and this is,
28 this is actually not quite right here although I have a concrete porch on the south end
29 here and a wheelchair ramp I want to basically leave them there, and the new
30 construction would start with start That's very that's good. This. Yeah. Well, I'm not this
31 is all going to no big changes here. The new construction would just start right at the
32 corner there come across two car garage and then extend the length of the house. So
33 the house is although it's in violation. It was built there long ago. Just for reference I
34 doubt there's nothing beyond that. I doubt very much they'll ever be you know like curb
35 and gutter or anything like that out there. You know this is Highway 71 out here. There's
36 nothing like that in the area. So we're not you know what we want to do we'll have very
37 little impact on anything the city might want to do in the future. We just want a more
38 functional home in essentially the only buildable place on the lot. I have a helpful little
39 here, I drew a probably more accurate picture of what we're going to do here that
40 correspond with what I've been talking about.
41

42 Here's the existing part we'll be in. So we'd be about 20 feet off of the neighbors
43 on there. This is drawing I did when I got the building permit to put the wheelchair ramp
44 in.
45

1 Someone asked how long the goal was that one? Ranson said I want to say
2 2007 or 2008. Somewhere in there. My wife, she has since passed away, but we
3 needed that we needed to have a ramp. So really I'm just replacing the existing building
4 with a larger one more modern one. It'll all be on one level I learned that lesson the hard
5 way. I don't think that we are, we're not getting any closer to the road than we already
6 are. In fact, that 16 feet is I think an error. I think it's actually more like 19 feet. There's a
7 stoop, concrete stoop that sticks out here. Actually, it's on this picture right here. And I
8 think they're measuring from that Oops, yeah just this has it. I'll come back for this one
9 Okay this is a concrete step up and I think the 16 feet is actually measured that's this
10 probably more like 19 which was the measurement that I got. This is the existing. So
11 we're not getting any closer to the road. In fact, you know, we're just going to, we'll
12 probably have to, well, we'll have to knock that out or else fill over. We're going to
13 change the, you know, actually, there is another reason for doing this and that is,
14 currently the driveway slopes are down toward the inside of the garage and in a, you
15 know, really, really big rain or real fast snowmelt. And here's the scoop on top of the top.
16 So I think the 16 feet is to that. We're going to be back a little bit. But currently, water
17 tends to run down the driveway into the garage. And we would just do some filling to
18 bring it up to a grade. So that's the project. I've got lots of pictures that I've taken of the
19 property if you want to, you know, if you need to see more detail. But that's my request.

20
21 Hocking said all right, thank you. Anybody else willing to speak in favor or against
22 this? Please step up to the mic and state your name and address if you're willing.

23
24 Hello, I'm Pete Young. I have the Y-Steakhouse. I got three different letters to
25 come to this so I figured I'd come and check out what he was gonna do. I just have one
26 question, your square footage is it going to be like how much greater are we talking
27 about? Ranson replied calculated current square footage, you take it off the top of my
28 head, we're about 1,400 square feet, I think, and I think we're going to about 2200 to
29 maybe somewhere in 2200. Young asked and that's the whole imprint that stuff?
30 Ranson replied that's the whole imprint. There will be, just like the current place, there
31 will be a partial walkout below. I mean we'll reuse the basement space and have it but
32 from the perspective of Y Steakhouse you know we'll be sticking out you know another
33 15 feet that direction. Young stated that's all I have. I'm not opposed. Thank you.
34 Hocking said thank you.

35
36 Julie Lovin 14514 Eagle Point Drive. I can't say that I'm for it, but I do have some
37 questions. I guess my understanding with variances, but it's only my understanding.
38 When I've applied for them is when there's really no other option and with the setback
39 here, there is another option to go toward the river. Now, if going toward the river would
40 have caused an issue with the feet, you have to be from the river. I can understand then
41 the request for the variance.

42
43 Ranson said excuse me, may I come up? I can't hear from there.

44
45 Lovin said but that is not an issue. There's plenty of land in order to comply with
46 the setback requirements from the road as well as from the river. So I'm a little confused

1 why the setback cannot be complied with when the land is available. He also stated
2 there's going to be a one level home, which he just said it is not. It's a walk out
3 basement. That is not one level. So I guess that might just be semantics. Also, there
4 seems to be questions periodically in the property line between our property and his
5 property. So I guess if this does go through, I would request a survey so I don't have
6 any questions or issues on the property line. And water also because of the way the
7 road comes, our property comes, there is runoff, we get water on our garage as well. So
8 I'm a bit concerned about the fill in and how that affects my property as far as drainage.
9 If the fill goes up on his side, I'm not going to go and fill my side. I mean, we're where
10 we are, we've complied with all setbacks and building permits when we have done
11 some remodeling which I believe that's correct so there's no way that we can go now
12 that our landscaping is done and our construction is done to adjust our fill if he decides
13 to go higher and then I've got a drainage issue. Any other things that we are concerned
14 about? So I guess respectfully I do oppose it just because there is the land to comply
15 with variances right from the road and the river. The property line is a big concern for
16 me. We've had questions on the property line before. I grew up in that house so I
17 believe I know where the property lines are but at the same time if we're going to be
18 having construction within that many feet of the house, I would request a survey to
19 make sure that we're on the same page as the property line and then also the fill and
20 drainage onto my property. That's all. Thanks for your time. Hocking said thank you.

21
22 Ed Ranson asked may I respond to? Hocking advised the floor is still open, just
23 state your name and address again. Ed Ranson, 14510 Eagle Point Drive, Park Rapids.
24 Ranson stated you probably guessed there's some history here. Where to start.
25 Actually, I've had a property survey when I bought it, which was I think it was 2007. I
26 had it survey and as I told Mr. Oleson, I can't find my survey. So there is a survey and
27 there actually are pins. And we would have to just dig them up, but the pins are there.
28 The pin, one of them is going to be right about here. The line goes right down through
29 that lilac bush there, and then there's another pin way down at the back, and they're
30 covered now, they're underneath the soil. But it's not really necessary to do a survey it's
31 only necessary to find the existing markers because I've already had the survey done. I
32 did look around, tried to find it, one of those things just I seem to have lost in the shuffle.
33 As far as drainage goes, since I've been there they had like three or four building
34 projects over here. This is an addition and I should point out these are all these houses
35 are about the same distance from the road. Okay, this is two car garage with windows
36 was added and then in another addition this one car garage was added each time the
37 water that used to run down the hill got pushed further this way. I don't know, two or
38 three years ago they filled this area right here and they built a concrete pad. So now if
39 you look here, I've dug little drainage ditches down the aisle because water that used to
40 run down the hill there there we go that's one that I've dug now runs across the front of
41 their building and this is even contoured here to create a channel that drops water over
42 here then they dumped gravel in here and it all washes into my yard. That's all as a
43 result of construction they've done. I had Mr. Oleson come over and look when they
44 started this construction here because I was upset. There was no building permit,
45 nothing. Turns out and I've taken Mr. Oleson's been very responsive I should say. He
46 says it's not necessary to get a building permit to put in a slab. Well, it was already a

1 done deal. In any case, they have run the water down to this area between the house.
2 Again, property lines here, they've built right up to the property line here.

3
4 Stone asked so, did they violate the setback? Ranson said Pardon? Stone
5 repeated did they violate the ten foot setback from the property? Ranson said I think Mr.
6 Oleson's a better... I don't think that it violates the setback, but it did require quite a bit of
7 fill. And now, like I say, all the water that used to go that way comes across front of their
8 house. You can see there's a depressed drain in front of their garages comes down and
9 it pours in over here. What I'm saying is I want to bring my place up to the same level
10 that it is in the back here. In fact, I'm not going any higher than it already is here. So it's
11 not a problem for them, it's a problem for me. Mr. Oleson said to me when I asked him
12 to come over and look at what they were doing is that you can just Do some
13 landscaping So there, okay. Here's another another project. I mentioned this is the fact
14 that was the back of their house Added a full width a full width concrete patio back there
15 so I would absolutely contour it so that the water between the houses runs between the
16 houses. Okay, I'm going to bring mine up. I had an issue even apart from that. There's
17 an issue here with my driveway. You can see how their driveway is pretty level and flat.
18 Mine isn't. As far as building elsewhere, not on that lot. That's the only the only flat
19 space. I mean there an aerial view will show it's almost an acre. But if you go out there
20 and look at it, it's saying, here you go, here's the so -called bluff. This part of my house
21 is walkout. That's it. It'll be the same thing. The new one will be walkout down here from
22 the road. It looks like a single story. And that's the way all the houses or many of them
23 are built along that area but this is quite steep and if you get down any closer you're in
24 the shoreland area and because the lot is a triangle you know you lose width very
25 rapidly as you go down Eagle Point Drive okay here we are yeah here's the lot. You can
26 see it just narrows right up. This is all spongy. As a matter of fact, I think they have an
27 ice house there at one time. That's where they cut ice out there in a river. And it's
28 sawdust. I mean, it's just not buildable. Also, the water table down there is going to be
29 high. So there's really no choice other than simply replace the house that's there, you
30 know drainage I mean drainage is obvious if it requires you know French drain or
31 whatever that's just fine that's you know hire professional to take care of that so that's
32 that's my argument it's and it we're down you know I am slightly downhill from them
33 water runs hill. It won't run back back towards Julie's house.

34
35 Stone asked so help me understand what's going to happen with the wheelchair
36 ramp. You're going to build up just going to leave it? Ranson said I'm going to actually
37 going to leave leave the wheelchair ramp the wheelchair the edge of that ramp okay
38 and there's behind the ramp there's a concrete stoop patio that came up to that and into
39 into the house. The new first floor level will be essentially the same as the existing first
40 floor level, except the existing garage, for whatever reason, they built 18 inch lower,
41 which is the reason for having the wheelchair ramp. Because we couldn't take the
42 wheelchair from the garage into the house you know we had to get into the house we
43 had to go to the ramp so that's the reason. No I'm just I figured I just leave it.

44
45 Stone asked on the south side of the wheelchair ramp is that going to remain the
46 same? Are you doing any landscaping contouring or fill? Ranson responded oh both

1 yes absolutely both and as I think about it this is here you go I mean you can see this is
2 all concrete here. There were concrete steps down and I just put the ramp over the
3 steps. The wheelchair ramp itself will probably come out but I was going to you know
4 just can basically follow not this line that'll just stay. This is about this is ten feet right
5 here to the to that. Here's ten feet You know from her house. Stone asked so you're
6 bringing fill in for the space between the wheelchair ramp and the property line? Ranson
7 said yeah this is what would be contoured we probably put more of a shallow you know
8 just a shallow ditch there still grow grass so that it all runs down this way. Currently if
9 you get enough water here it'll fill in sort of back across mine and come in my garage.
10 Stone said okay. Ranson said so it's just a matter it's just a matter of engineering. Stone
11 said sure, yep.

12
13 Schiller asked and the 10 foot setback is that from Ben, is that from the
14 wheelchair ramp so that's meaning the setback is currently 10 feet? Oleson said yeah
15 but the setback for structures 10 feet from the side lot line we would apply that because
16 this has got a roof on it certainly you know if it were just a four foot or less wheelchair
17 ramp maybe not but it has a roof on it. Ranson said I'm not, you know, I don't really
18 want to use up every space, every little bit of, you know, that space that I can. I would
19 like to maintain, you know, the distance. Oleson said but again, these are all, you know,
20 I don't know where the line is exactly, you know, apparently there's stakes out there that
21 we could find, or they could find them.

22
23 Hocking asked are you completely tearing everything down, digging up the
24 basement and redoing everything? Ranson said Mm -hmm. Hocking said okay.

25
26 Oleson asked but not the ramp? Ranson said pardon. Oleson asked again but
27 not the ramp? Stone said I thought you were leaving. Ranson said Yeah, no, no, no,
28 actually leaving, right? Probably leave the garage floor and put fill over it and then and
29 then in floor heat you know so in other words, a little bit there, but yeah the basement,
30 but remember the basement is way further down the house, the part that we're looking
31 at here does not have basement it has either garage floor or on the backside here has
32 crawl space. Hocking said yes, but what I'm asking this is are you completely tearing
33 everything other than this ramp down? Ranson said yeah. Hocking continued saying
34 and starting from scratch? Ranson said essentially, essentially. Hocking asked so you
35 will have no basement foundation anymore? You will be tearing everything out? Ranson
36 said what I would say is that's the way I envisioned it. I haven't hired an engineer yet or
37 a contractor to tell me what the best way to deal with it might come in and say, well, we
38 should leave this and then just do this and you know that's that's beyond my I'm not a
39 you know technical house designer. Stone asked so you're thinking potentially the
40 contractor might say to leave the basement and reuse that foundation? Ranson said
41 actually one already has told me that yeah okay I was not I'm I guess I would need to be
42 convinced you know either way currently the one of the problems in the basement
43 there's two parts of the basement the original which we had the cabin was on and then
44 to the north where another addition and the basement floors don't line up and there you
45 know it's I'm gonna build a new house, I want a nice new house.

46

1 Stone responded yeah, no, I don't blame you. So then my other question is if the
2 contractor comes in and says we get rid of the basement, then that's gonna require a lot
3 of fill because you're gonna have one level living, my understanding? Ranson said no,
4 there'll still be, the basement will still be there, but from the backside, you know, it's a,
5 do you have a rear view of the house? Oleson said no, I don't.
6

7 Hocking said It's basically a walkout, right? Ranson said yeah, it's a walkout.
8 Stone said and that's why I'm confused, so we're keeping the walkout? Ranson said
9 keeping the walkout, right right. Basically, it's going to go from a walkout to a walkout.
10 Stone said Okay. It's going to go from a walkout to a walkout, and that's going to remain
11 no matter what? Ranson said yeah. Yeah. No, I want my basement storage. And, you
12 know, one of the things that I would really like to do, and I think would please my
13 neighbor, one of the features that I do have is there is an existing storage shed down,
14 it's in these trees here, and it's actually fairly, it's about 12 feet high, you know, maybe
15 12 feet wide and 16 feet long. It's a big shed and it is ugly as sin and I mean part of
16 what I'm doing is if I get some more garage space I can bring my lawn mower and my
17 this and my that up and keep them in the garage I will take that I will take that that shed
18 down which although it's I don't think it's in violation of the shoreline standards it it's
19 lousy in my you know for me in my view and it's crummy I'm sure in their view I know it
20 it's they told me they don't like it and I agree with them it's crummy. Stone asked what's
21 the setback from I can't remember what's the setback between the shoreline and the
22 house? Oleson replied 50 feet. Stone said it's only 50 feet okay. Oleson said so right
23 now there's 100 feet, closest point.
24

25 Hocking asked any other questions? Any other questions, please step back up
26 and state your name and address please.
27

28 Julie Lovin, 14514 Eagle Point Drive, Park Rapids. Can we go back please to the
29 picture of our house? So I can, like, the front view. Just the full house front view would
30 be great. Thank you. Yeah, okay, that's perfect. That's fine. Is that that other angle?
31

32 First of all, I was born in that house and Mr. Ranson is totally incorrect about
33 what we've done since I bought it after my parents passing. The double garage in the
34 bottom with the upstairs, my dad built that. Those were where our bedrooms were when
35 we were like, y sister and I were like eight, nine years old. That is an existing structure
36 that's been there forever. The contour that goes down to the garage, why it was built
37 that way, I guess you'd have to ask my dad. It's just the way the land was, and that's
38 what he did. That is not anything we've done. The single car garage next to it, we did
39 add that. I agree with that. We had every permit permit pulled, electrical inspection and
40 everything. The parking pad, to the north, we did mainly because, yes, it would be nice
41 to have a parking pad, but there were drainage issues. So we thought that cement pad,
42 and then if you can get close enough to see we put rocking to try to keep it from going
43 anywhere. The only thing we could do because of the way the original garage sloped
44 down was we tried to level it off as best we could and we took it right into that lilac bush.
45 Okay so all the drainage goes into that lilac bush. Stone asked Is it just rock? What's
46 underneath the rock? Lovin said it's rock, the slant rocking. It was just fill that was put in,

1 pound it down and then the rocking. Correct. Yes, that's right. And so that has helped.
2 I'm not saying it alleviated all the drainage onto Ed's place, but it did help. Okay, so we
3 did the best we could if you could go back to the construction of that ramp or the parking
4 pad you know, we have always pulled all our permits and done everything that we felt
5 we need to do per city standards He came out and stopped all of our contractors/
6 construction, told them to get lost, and they had to go away. And then he called Ben out,
7 which is perfectly fine. So, I mean, we have tried, but that right there, to me, it was just
8 ridiculous, but let's be that as it may, it's fine. He also referred to the patio we put in the
9 back. we pulled out permits we're not draining anything on to his land so it's really just
10 the relevance of that whole discussion on I don't understand. Yeah the shed is ugly it is
11 not ten feet off the property line but he did not do that so it's it's what it is it would be
12 nice if you. Ranson said it was there when I bought it. Lovin said yeah he did it yeah my
13 parents should have put up a fuss with the prior owners when they put it up but my
14 parents weren't that way and it was there that's it is ugly it'd be nice it was moved but
15 that that's not nothing that he did. You know if you do come out and look at his land
16 when you have to go to the north there's plenty of room to build I mean I know that it the
17 road curves in the little triangle does goes down there, Aunt Irm (sp?) who used to own
18 that a few ago when we were kids, we used to call it the extra lot, we would mow it. So,
19 and again, these are opinions, I believe there's enough land. I am still confused about
20 the walkout basement. If you're going to one level, how do you keep the basement as a
21 walkout basement? That's not one level. Ranson said yeah, Julie, it's a walkout. Okay,
22 from the front, it looks like a single story building at the back because it slopes down
23 you walk out so it's a basic basement with a door.

24
25 Stone said I think what you're attempting to say is that on the main level it's multi
26 level due to construction and you are adding correct and you are rebuilding it so that
27 everything is on one level on the main level but you're keeping the walk out basement
28 so that is that's two levels I agree with you. Ranson said I'm not disagreeing with you.
29 Lovin said I'm not trying to be argumentative. I'm just trying to understand too. Stone
30 said no, I know. And I'm trying to make everybody understand. So now we're all clear.
31 Okay, great. Lovin asked on the property line markers, if you want to go back to the
32 property line, I'm just trying to clarify. I hope I'm not being argumentative. Stone said no.
33 Lovin said If you go back to the property line, good, close enough. Okay. I think if you
34 see this little round thing right there, I think that's it. That's a property line marker that's
35 been there since I was a kid. Okay, it's old. It's this rusty pipe that has some cement
36 around it. Okay, now I'm not saying. Ranson said and it moves every time somebody
37 cuts grass. Lovin argued how can it move? It's cement. Stone stated that is irrelevant at
38 this point I don't want to debate it I just want to yeah let's stick to the. Lovin said I'm just
39 saying that if you want to come out and look you can it's a pipe that's been there since I
40 was a kid in the ground with cement around it it can't move I don't know I don't know
41 how it would and then if you do go down you know cut a line just go straight down
42 through the lilac bush down to the river there's another pipe that comes It looks like he
43 had his electrical on it. My dad used to pump water out of the river, makeshift it wasn't a
44 sprinkling system, but he did that. And it's kind of, but that's the pipe that I consider the
45 property line from when I was a kid and now that I own it. Absent of those two markers, I
46 don't, I have no understanding on my own where any other markers are. If Ed had a

1 survey, I'm sure that when I had a survey at our lake place for the same reason, we
2 wanted to build a garage and the neighborhood was being, you know, we didn't know
3 where the property line was. I was going to build a garage and be told to, you know, tear
4 it down and move it because I'm within, not with, I'm only nine feet off the property line
5 instead of 10. So we went and had a survey. Little, now the new ones, they stake them
6 in and there's a little yellow marker with a thing on it. If there is the property line markers
7 are there, I'm happy to abide by them, but they should be easily found with a fight.
8 Ranson said we can we can find them. Lovin said I think that's it. Thanks again for your
9 time. Stone said thank you Julie.

10
11 Hocking asked any other questions comments before we close the meeting the
12 public hearing. Okay, no other comments.

13
14 **The public hearing was closed at 5:39 p.m.**

15
16 Hocking asked any comments, questions concerns from staff members?
17 Hailstone said I think a survey is in order. If they find the stakes from the last survey that
18 were correct. They find the stakes and they find the pins and it solves a lot. Oleson
19 added yeah I mean it's a 10 foot step back to the side I didn't list that as a variance
20 because they're indicating they were and I guess nobody's said otherwise, but we don't
21 know that for sure in terms of that ramp. There is an, you know, exceptions to the side
22 yard requirement, things that can be closer than 10 feet. I will pull up that section of the
23 ordinance here. So it's this exception to yard requirements, uncovered porches, steps to
24 building entrances can go within three feet of the side yard. So basically a seven foot
25 setback for those overhang some other things too. So there is I mean it It hasn't been
26 essential up until this point because there hasn't been a structure to be built that needed
27 a permit and had to meet that setback with that parking pad that was constructed by
28 Lovin's property. It's not super clear in the code how to handle something like that, but
29 we determined it didn't need a permit. It didn't have to be the setbacks. We did ask them
30 to handle drainage as best they could to keep it off of his property. But, Yeah, I would
31 say from my perspective, if you want to know what the exact setbacks are or if you want
32 to make sure that where things are in relation to that setback, then we need to find that
33 property line either through survey or finding the pins and the drainage. From what I
34 saw when I was out there a couple years ago was, you know, like I said, it pretty much
35 goes straight down the hill. You can kind of see that on the topography map, but in that
36 area between the houses in particular it kind of has to be directed a little bit and then
37 you know some of it might fan out a little bit across each other's properties, but I don't
38 know that there is concern, you know, it can speak for themselves, you know, once it
39 gets beyond the houses and starts going down the hill, I don't know if there's as much
40 concern about the drainage as there is between the two buildings.

41
42 Stone asked so once the fill is brought in to build up, it would be basically the
43 south side of the wheelchair ramp, then between Lovin's and the subject property, it
44 would probably meet in the middle and roll down the hill then? Oleson said I mean
45 typically in those situations you're going to see like a trench or a swale, or you're going
46 to see a berm, you know, to keep it from going over one side or the other. So that would

1 be typically what I would see. Otherwise it's drain tile taking the rain gutter water, you
2 know, directing it somewhere else down hill. That would be the other method I've seen.
3 It's not too much rocket science. It's, our know, a trench or a berm to direct it one way or
4 the other. But yeah, these drainage issues get tough sometimes between neighbors
5 because you've got your natural drainage and then you've got things that have changed
6 over the years and it's not always clear what's natural and what's changed.

7
8 Newman asked can we (inaudible) over depending on getting the survey
9 markers, plus there's no engineer or engineer marks? Stone asked what do we need
10 to, I just, know, there's no reason for locating the survey markers, is what? Schiller said
11 for the setback to make sure that it's a direct setback. Hailstone said the deconstruction,
12 even on the west side, not just the south. Stone said I can get, I can see the west side, I
13 don't see the need for that.

14
15 Hocking asked If everything is torn down and completely gutted, basement
16 redone, you know, torn up, back down the foundation, does that change any of our, our
17 stuff since, if you leave some walls up, does he qualify for, since it is already an existing
18 structure, but if he tears it all back, do we have the right to move him back some more?
19 I'm just asking a question, you know, if he leaves some some part of the existing
20 structure there, does that change our our minds?

21
22 Christensen said I think you need to have an engineer look at it. If you walk down
23 the lake and you walk back up to the top of the hill, you're winded. Hocking said I know,
24 I've been down there. I know that. That's why I'm questioning, you know, if he tears this
25 all down and takes it all out, it starts over. What's gonna be the downfall? 'Cause he's
26 gonna be taking some out on the north side because he's putting a basement or he's
27 putting a walkout underneath the new new addition he's adding on the north side so
28 he's going to be taking stuff out and adding stuff there? Stone said well it's my
29 understanding he's not adding the walkout he's not if he were to remove the walkout if
30 you were to remove, can I talk to him how we do this, if we If you remove the back, if
31 you remove the walkout, are you going to put it back? Ranson said since the walkout is
32 already sort of a gap in the hillside, you know, it's cut in, there's nothing to remove. I
33 mean, I don't think there's a wall there, you know, which is just, you know, it would be
34 your foundation wall for your upper part of the house there. Stone asked so the walkout
35 is not being removed? Ranson said the walkout is being extended about, I don't know
36 what I had on there, 7 feet or 10 feet, I'd have to look. The house becomes wider. That
37 is, from the front, which is at the same spot that is currently it'll go further toward the
38 river. There will be some cutting and filling just inevitably because we're building some
39 on to the north that'll be have to be cut out for foundation anyway. Okay but what we're
40 envisioning is not having by using the existing hole you don't have to even if you have to
41 pull a lot of concrete out in some spots, you're still using the existing hole. That much
42 easier. So I want to add to what we said, I would just say that just remind you that I did
43 say I think we will need to put in a swale or something, you know, between the houses.
44 Stone said yeah. Ranson said no matter what. I mean, it's just, you know, it's a drainage
45 issue. Stone said right.

46

1 Hocking said so for my clarification, you are not putting any basement
2 underneath your new addition? Ranson said from the. Hocking added to the north?
3 Ranson said yes, the north will have new basement, but that will be walkout to the
4 north, okay? And it will, just as this current one does, it'll sort of slope back up and it's
5 no longer walkout, on the east side the level will come up against the foundation, so
6 from the south side of the new building you will be over what is basement and as it
7 progresses to the north, you will be out over what will then be walkout. So you'll walk out
8 on the east side of the north end as you do currently. So if you look at a picture of the
9 current one from the back, it'll look the same just longer, just like the front will be the
10 same distance from the road just a little bit longer, you know, because we're making it
11 bigger. I don't know if I'm explaining that well.

12
13 Schiller said because we look down here, Scott, like, so this is the existing, right?
14 Hocking said correct. Schiller said so then that's the walkout. He's now making it bigger.
15 Hocking said yes, he's making the walkout. That's why it was qualified. Yeah, I don't.
16 He's making the whole thing a walkout basement now, on top of adding to what he was
17 there. Schiller said the walkout will be a little larger. Hocking said but it's going to go to
18 the north. Schiller said yeah, because this will still be concrete. Yes, so, but that's my
19 question if he tears all that concrete out of there even underneath the old basement
20 here does that start everything over? Schiller said right or do we get grandfathered in if
21 he leaves a wall or a portion of it? Hocking said correct? That's where I should know
22 that. Yeah, what happens?

23
24 Ranson said yeah, if that's necessary I can arrange to have that done, I'm sure.
25 Schiller said my question though is, what really are we deciding on? We're deciding on
26 the setback from the road for the city, right? We're getting into other stuff, I think. Stone
27 said that's why I'm buffaloes. Christensen said what needs to happen first is you need
28 to have it figured out where can this house go, because you don't have an engineer to
29 figure out where it can go yet even? Well, you know that you can put the same thing
30 back in right where it's at. Ranson said right where it's at. I know that but doing it will
31 require you know professional knowledge how do you go about I mean and even if it
32 were just being built on a perfectly flat piece of land you'd still yeah that's why you have
33 to get a contractor or an engineer and I'm not I'm not I'm not pretending to be one of it.

34
35 Christensen said what I'm saying here is, even that extra seven feet that you're
36 adding on, I would before you even thought about it, I really want to have an engineer
37 because of your landscape look at that to make sure that your house doesn't slide down
38 the hill. Well, and that's the reason I am absolutely certain there's no other place to put it
39 than where it is now. No, totally agreed. And I have talked to a couple of builders. I
40 haven't contracted with them, I haven't paid them anything, and they've all basically said
41 the same thing. You just put it back in here and kind of say, "No big deal."

42
43 Hailstone said I like what Anthony was saying really our consideration is whether
44 or not we continue to allow the 31 foot setback rather than the required 35. Oleson said
45 Right. I mean the other reason I didn't mention the side yard setback is if I mean I guess
46 if the ramp there is going to stay then that's an existing structure it's an existing

1 condition. Stone said right. Oleson said everything else is further away from it and so it's
2 not that. So yes it really just comes down the road set back and that's really the key
3 question like I think I mentioned in the staff report which is can we move back towards
4 the river so that it meets that 35 foot set back or at least gets closer to meeting it and
5 you know I mentioned that to Mr. Ranson and this kind of was about the steep slope
6 and that would require more earth disturbance and land disturbance and he was trying
7 to make use of the flat ground. Schiller said well I know on a bluff like on other lakes
8 around here, it's very significant setbacks from the bluff, not from a lake shore or a river,
9 so I don't know.

10
11 Oleson said just to clarify that a little bit, a bluff, I know it mentions bluff on that
12 survey that he had submitted, but a bluff has a definition, one of those is it has to be 25
13 feet rise above the river, which this doesn't have, and then it has to have a 30% average
14 slope or higher. It has to have both of those things. And so because it doesn't have a 25
15 foot rise, it's not a bluff that has its own setbacks. So it's just considered a steep slope
16 that you want to take care in when you're disturbing it, of course. Schiller asked but
17 that's not something in our jurisdiction, anyways is it? Oleson said well, I mean, if they
18 wanted to do a lot of filling and grading that, and it's going to involve a lot of earth
19 moving, then it can require some additional permitting for that. So that's the other, I
20 guess, somewhat unknown, depending on where this house ends up going. If it moves
21 significantly, there's more chance for more fill or grading going on. If they're staying
22 where it's at for the most part, then it's going to be less, I would think. That's where, you
23 know, two things kind and come into a little bit of conflict. We're trying to limit grading
24 and filling in the shoreline areas, but we're also trying to have a 35 foot road setback.

25
26 Ranson said If I might, I just want to repeat something I said before, but it sort of
27 fits into that. That is the issue of driveway. If the house moves toward the river, the
28 driveway will be downhill toward the house and I think that the construction problems
29 there and the living problems with that are obvious because you'd be draining towards
30 your house down your driveway. Schiller said well that's I think what I think that's what
31 the council is saying is we need to know like we need to have that engineer and that
32 and saying where this can go or not go. Hocking said the reason why I was asking if it
33 tears down because in some of the county things, if you leave one parcel of your house
34 standing, you can add on and it doesn't. Stone said yeah, I know. Hocking added you
35 don't violate that. That's why I'm asking if he's gonna leave anything standing. If it does,
36 it's already there my my concern was is okay it's already there he's not doing anything
37 to change that he's not coming closer and if he tears it all down that I could say okay
38 maybe with there's an option or to push it back to that at four feet. Stone said yeah but
39 he's leaving the wheelchair ramp where it is. Stone said leaving the wheelchair ramp
40 where it is, he's proposing to put in a two car garage instead of a single -car garage in
41 front of the garage would be at the same place with the existing garages, correct?
42 Ranson said I hadn't really thought out the wheelchair ramp. I'm not that concerned
43 about it because rebuilding the garage will be the same floor as the house, and I was
44 thinking, I won't need it. I mean, I'm just sitting there thinking, I don't need that. I mean,
45 and any contractor or architect would probably tell me that. So you're absolutely right.
46 But I don't want to replace that with house. I want to still leave that open. As far as, you

1 know, again, I haven't spent any money on professional debt, because if you tell me I
2 can't build, there's no point spending that money. I'm sort of telling you what I would like
3 to do, and I have talked to people who are professionals, but again, not paid them. And
4 the wheelchair ramp really hasn't come up other than, you know, that it runs right down
5 along that ten -foot setback and sort of creates the the ten -foot yeah as far as I'm
6 concerned you know it can go as a matter of fact.
7

8 Stone asked and so the south side of the house the south side of the new house
9 will basically fall on the same line where the existing? Ranson said exactly, exactly the
10 same line Stone asked and so we're going north? Ranson said going north, just follow
11 the same line, except go down a little bit, you know, go down further to the north. Stone
12 stated I mean, there's a deck there and everything. He's already living in that space.
13 The only difference is he's going to make a double car garage versus a single cart
14 garage. Why can't we just give him a 31 foot variance? What are we really changing?
15

16 Hocking said that's what I, that's where I'm coming from if he's not gonna tear it
17 all down, but I agree to leave it go and give him this variance Stone said but I'm saying
18 why can't he couldn't tear the whole thing down and still build and build the south wall
19 starts where the south wall currently sits and he builds north. I mean that's what he's
20 gonna do? Schiller asked is that where it's gonna start like on this picture that's up there
21 now? There's a tree that's in between your wheelchair ramp and your house? If you
22 remove the wheelchair ramp, would then the new structures start on the other side of
23 the tree there where the garage is now. Ranson said yeah, the tree, actually the tree,
24 the plan is to take it out. The wheelchair ramp, you know, could be picked up and put
25 back, but I don't see any point, but the tree will have to come out. It's a big, beautiful
26 tree. I've got about 60 trees on the property, so it's not like you're losing me. And I
27 planted that one out front. It's right there. It's a silver maple. This guy, yeah. Because I
28 knew someday I'd be doing something. It's growing pretty good. But that tree is a
29 hazard, not so much to my house, but to my neighbor's house, it leans their way, and I
30 actually would like to take it out, so that is part of the plan. Schiller said it sounds like
31 we're already going north. Ranson said yeah, again. Schiller stated so we're already
32 going to get more room there so it's going to help with the drainage. Ranson said but I
33 don't want to put house where that tree is, in other words I'm not going to build in there.
34 Schiller said yeah it's just now the concern is further north as we go down that bank is
35 that's and extended and east. Stone asked what's the concern? Schiller said well
36 because if you're starting to add that much house now. Stone asked well but what's he
37 asking for? I'm so dang confused. Oleson said the road set back variance. Stone said
38 yeah for the road set back variance. We don't care how far north he goes right? Oleson
39 said as long as he doesn't run into that set back over there right. Hailstone said now we
40 got a lot of room. Hocking said yeah so it's actually the 19 foot setback here. It's
41 because we have to go towards the front of the garage, correct? It's not the 31 in front
42 of the house? Hailstone asked does the garage come into the setback rule? Oleson
43 said right, any structure. So the garage is running the very closest point. Hailstone
44 asked the variance is starting with the garage? Oleson said right. Hocking said it doesn't
45 change anything. It's just a footage that we got a verbiage. It's got to be the 19 feet not
46 the 31 feet. Stone said okay, but okay, so the next question is if If you were given the

1 variance if the front of the new garage started where the front of the old garage is?
2 Ranson said yep. Stone said hang on here. I'm processing 34 the Existing house on the
3 north end is 34 feet wide. Is that 34, or is that 39? Ranson said Yeah, that's a, that's a
4 crummy map. Oleson said the existing house is 24 feet deep. Stone clarified oh, okay,
5 that dark outline is the new house. Ranson said correct, correct. - Yeah, I mean, that's
6 what they all call it. I think there's, I think a better picture now. Here's the existing
7 corner. Here's the wheelchair ramp. The new one, okay, is this is just follow that up,
8 comes down. This is that sort of little setback thingy you can see in there it's a little
9 scallop sort of. Come back. That's that concrete deck that's existing in there. This will
10 come across here, two garages, and then it'll come down all in that, and it will come
11 down here. So currently, this is the old house, this is the old house, the new one is new.
12 Hocking asked so you're going to be 39 feet total length, so 39 feet total length from
13 here to here or is that 34? Ranson said that's, excuse me, that's, I'm gonna say Hocking
14 asked could we make that out if that's a 4 or 9? Ranson said yeah, it's, it must be, I
15 think it's a 9. Hocking said okay, and that's fine, it's just a general question. Alright,
16 thank you sir.

17
18 Schiller asked so getting back to it's not even 31 feet from the road we don't care
19 if it's north, south east or west. Hocking said it's not even 31 it's the 19 because it's got
20 to go to the front of the garage, it's not the house, it's got to go to the front of the garage,
21 am I correct in that statement? Oleson said both the house and the garage need a
22 variance from the 35, they're not going to be 35 but the garage is obviously a lot closer.
23 Hocking stated so we want to make sure that we've got both verbiages in there that The
24 19 has to be verged also. It's not just 31. It's 19 to the garage and then 31 to the house.
25 Oleson stated I would hesitate maybe a little bit to use an exact number just because
26 we don't know what that exact number is. Hocking said Oh, agreed. I agree. Oleson
27 said okay, for approval just say that you're allowing the same setback as what exists
28 now. Hocking said exists. Oleson said approximately 19 or something like that. Hocking
29 said Yup.

30
31 Hocking asked so on the new house, are you taking that pad that's currently in
32 front of the door? Is that being moved? Is that being where the new garage is going to
33 go? Ranson stated well, the garage will go over part of it. That leaves the part that you
34 can see. Hocking said where where the house door sits there, it'll cover up to that. The
35 garage will come up, it's not exact, but it comes about to that that corner there and
36 comes out flat across two bays. Hocking said okay, thank you, that's what I just wanted
37 to clarify. Ranson said you can sort of picture it, right now you got that double roof
38 effect, it's a little wider than the wider of the two roofs, but it's basically a two car garage
39 right where the front comes out. Otherwise the house will all be back on the same line
40 that you see. Hocking asked are there any questions, comments, concerns? Stone said
41 I think we should give him the variance, but that's just me, I'm one person. I mean we've
42 been living with it for years. Hocking said years. Stone said I was gonna say for me it's
43 been 45 years that I've been looking at this house so. Newman said I still think we need
44 the pins. Schiller asked for the front? Newman replied for the front and back, if you're
45 going to do one. I mean, for the front setback. Schiller stated for the front setback the
46 pins don't really come into play, do they? Newman said no, but still, just for general

1 purposes, because it's back and forth for years, and there's going to maybe be
2 discrepancies later on, I think if you're doing it now, at least when you know that there's
3 markers there, find out for sure where they are. Hailstone said well, I think all we can do
4 though is recommend. Newman said right. Hocking said we can't make them do that.
5 Newman said no. Hailstone said it would be smart. It'll be a recommendation that it gets
6 officially marked, that's one of my comments. Hocking said okay any comments,
7 questions, more, or do I have a motion to approve or deny as what we have seen?
8 Anybody have questions for Ben on the staff comments? So we get them out of the way
9 before we move on if we have to change them or update them. Newman said it's the
10 finding the facts. Hocking said yes, the finding the facts.

11
12 Oleson said I think the main finding in support is just that it's not really effectively
13 changing the setback to the road from what already exists. You know, when you count
14 that patio in there anyways. Hocking said yup. Oleson continued and the house is the
15 same set back, and you know, it's obviously gonna stay in character with what's already
16 there, because it's pretty much what is already there, just a little bit larger. And then
17 denial is that if you feel like it can move back further, and then reasonably do that, then
18 you would maybe deny it. Stone said well, I don't think it would be out of character
19 because it's not moving towards the road. Hocking agreed. So I will ask you again, do
20 we have a motion to approve or deny?

21
22 Stone said I'll make a motion to approve. Motion by Liz, do I have a second?
23 Newman said based on findings of facts. Hocking said based on findings of facts.
24 Schiller said so I would like to say. Lockhart asked is it including the condition that Ben
25 recommended?

26
27 Schiller said I would like to add to that motion to approve that we would, based
28 on existing structure, approve the current setbacks, so that we don't have to put a
29 specific 19 or 31, just based on existing. Stone agreed. Schiller said and also with a
30 recommendation to survey the lot, just not a requirement, just a recommendation.
31 Hocking agreed.

32
33 Christensen said I wouldn't say necessarily to survey. Schiller said to find the
34 pins. Christensen said the pins, because otherwise you're paying somebody to find the
35 pins that are already there. Schiller said true. Hailstone said they're hard to find without
36 a survey. Christensen said correct, but the survey's been done and any survey
37 company can go in there and find them, the existing pins. Hocking said and he may find
38 his paperwork too. If he knows who did it, they may have the paperwork for him.
39 Christensen said so it's not like he has to have it resurveyed? Newman said no. Hocking
40 said he needs to have the pins found. Schiller said so reword that to recommend
41 locating the existing pins. Hocking agreed.

42
43 **A motion was made by Stone, seconded by Schiller, to recommend to the**
44 **City Council based on the Finding of Fact presented to approve the variance**
45 **markers for Edoma W. Ranson Jr., to construct a new dwelling and attached**
46 **garage as depicted in their application in place of an existing dwelling/attached**

1 garage/patio at 14510 Eagle Pointe Drive, located in an R-1 and S-O Districts.
 2 PID#32.14.02000 with a condition of approval that the replacement house shall be
 3 located no closer to the road right-of-way than the existing dwelling/garage/patio
 4 and a recommendation that the property owner locate the existing property
 5 boundary survey markers so as to avoid property line disputes.
 6

7 The vote was called.

8 The following Commissioners voted in favor: Stone, Schiller, Newman, Hailstone,
 9 Christensen and Hocking

10 The following Commissioners voted nay: None

11 The following Commissioners were absent: None

12 The following Commissioner abstained from the vote: None

13 The motion passed.
 14

15 Oleson said that'll go to the council. Weasner added in two weeks as long as he
 16 can find the pins. Otherwise it may be moved to the following month. Because the pins
 17 will be basically the deciding factor. But considering what may be coming this weekend,
 18 it may get pushed to next month.
 19

20 Oleson asked is that what we're saying? That he needs to find the pins before
 21 the City Council? Stone said right, it was only a recommendation. Schiller said it was a
 22 recommendation, not a requirement. Hocking said so recommended that he find the
 23 pins. The Council would have no bearing on that. Ranson stated I'll find them. Hocking
 24 said that's just being neighborly that's why that was recommended. Weasner said not
 25 required so it can go to the council on March 25th.
 26

27 Christensen asked just so I'm clear now, if there was an engineering problem as
 28 far as like a flooding later on, that's going to be caught during the inspection of the
 29 construction. Hocking said yes, that would be him and Ben. Weasner stated not Ben,
 30 the Building Official. Hocking said yes, yes, sorry, I used the wrong name. Once that
 31 design is given to the Building Official they would catch that. Christensen said okay.
 32

33 **7. GENERAL BUSINESS:** None

34
 35 **8. INFORMATIONAL/DISCUSSION:** None.
 36

37 **9. ADJOURNMENT:** A motion was made by Newman, seconded by Schiller,
 38 and unanimously carried to adjourn the meeting at approximately 6:12 p.m.

 Chair Scott Hocking

ATTEST:

 Carmen L. Lockhart
 Planning/Administrative Assistant