



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, December 8, 2014

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, December 8, 2014 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

PRESENTATIONS/PROCLAMATIONS

14-1009 Acknowledge years of service and retirement for Police Reserves Duane Helmer, 1984-2013; Robert Smith, 1983-2012 and; Vince Rittmiller, 1995-2012.

MEETING PROTOCOL POLICY

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

5:05 PM PUBLIC FORUM

COUNCIL REPORTS

5:10 PM APPROVAL OF MINUTES

14-1004 Approve Council minutes for November 24, 2014 Worksession and Regular meetings.

5:11 PM CONSENT AGENDA

Any item on the consent agenda shall be removed for consideration by request of any one Councilmember, City staff, or the public and put on the regular agenda for discussion and consideration.

1. **14-0989** Hire temporary employees for Park & Recreation / I.R.A. Civic Center
2. **14-0991** Adopt a resolution accepting \$4,284.00 dollars in donations for the Shop with a Hero program.
3. **14-0992** Renewal of existing Animal Control Facility Agreements and Approval of an Animal

Control Facility Agreement with the City of LaPrairie

Attachments: [DACF - Hill City 2015.pdf](#)
[DACF - Itasca County 2015.pdf](#)
[DACF Agreement - Bovey 2015.pdf](#)
[DACF Agreement - Cohasset 2015.pdf](#)
[DACF Agreement - LAPRAIRIE 2015.pdf](#)

4. [14-0994](#) Adopt a resolution approving transferring approximately \$9,958 to the General Fund from the Capital Fund-Street Light & Utility Service and closing the fund.
Attachments: [Close fund 409 & transfer \\$9,958 from 409 to 101.pdf](#)
5. [14-0995](#) Adopt a resolution adopting the City of Grand Rapids' 2015-2017 Snow and Ice Control Policy.
Attachments: [2015-2017 Snow and Ice Control Policy](#)
[2015-2017 Snow and Ice Control Policy Resolution](#)
6. [14-0996](#) Adopt an ordinance accepting the total revision of Chapter 74, Ordinance on Vegetation of the City of Grand Rapids, City Code.
Attachments: [Original Vegetation Tree Ordinance](#)
[2014 12-8 City of Grand Rapids Tree Ordinance](#)
7. [14-1000](#) Adopt a resolution to allow the fire department to accept donations totaling \$30.00 to be used for public education

5:13 PM SETTING OF REGULAR AGENDA

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

ACKNOWLEDGE BOARDS & COMMISSIONS

8. [14-1007](#) Acknowledge Board & Commission Minutes.
Attachments: [October 15, 2014 PUC Meeting](#)
[November 5, 2014 Arts & Culture](#)

5:15 PM DEPARTMENT HEAD REPORT

9. [14-0990](#) Information Technology - Erik Scott

5:25 PM ADMINISTRATION DEPARTMENT

10. [14-1006](#) A Settlement and Release Agreement Between the City and LELS and Brent Bradley

Attachments: [12-8-14 Agreement.pdf](#)

11. [14-1008](#) Appointments to Library Board.

Attachments: [Charles Burress](#)
[Dennis Jerome](#)
[Randy McCarty](#)
[Susan Zeige](#)

**5:30 PUBLIC HEARINGS
PM**

12. [14-1001](#) Conduct a public hearing to receive public input granting an Off-Sale, an On-Sale and Sunday Liquor License to Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.

Attachments: [Dutch Room Inc Liquor Application](#)

13. [14-1003](#) Consider approval of an Off-sale, and On-sale Liquor License with Sunday service for Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.

**5:45 VERIFIED CLAIMS
PM**

14. [14-0997](#) Consider approving the verified claims for the period November 18, 2014 to December 1, 2014 in the total amount of \$490,760.57.

Attachments: [CITY COUNCIL 12-08-14.pdf](#)

**6:00 PUBLIC HEARINGS
PM**

15. [14-0993](#) A Public Hearing on 2014 Levy Payable in 2015 and 2015 Budget at 6 p.m. as stated in the Truth in Taxation Statements.

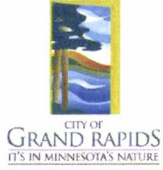
**6:30 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 15, 2014, AT 5:00 P.M.

NOTE: These times are approximate only and are subject to change. If you are interested in a topic of discussion you should appear at least 10 minutes before its scheduled time.

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

Attest: Kimberly Gibeau, City Clerk



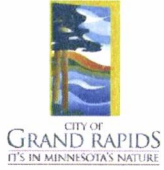
CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1009 **Version:** 1 **Name:**
Type: Agenda Item **Status:** PRESENTATIONS/PROCLAMATIONS
File created: 12/4/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Acknowledge years of service and retirement for Police Reserves Duane Helmer, 1984-2013; Robert Smith, 1983-2012 and; Vince Rittmiller, 1995-2012.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Acknowledge years of service and retirement for Police Reserves Duane Helmer, 1984-2013; Robert Smith, 1983-2012 and; Vince Rittmiller, 1995-2012.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1004 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Approval of Minutes
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Approve Council minutes for November 24, 2014 Worksession and Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Approve Council minutes for November 24, 2014 Worksession and Regular meetings.



CITY OF
GRAND RAPIDS
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0989 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/2/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Hire temporary employees for Park & Recreation / I.R.A. Civic Center

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Hire temporary employees for Park & Recreation / I.R.A. Civic Center

Background Information:

The following individuals will be hired with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex. These positions are part of the annual operating budget, and will begin employment October 29, 2013.

Jace Mann, Outdoor Rink Attendant, Hourly Range: \$8.00 to \$10.00 per hour

Riley MacLean, Outdoor Rink Attendant and Youth Coach, Hourly Range: \$8.00 to \$10.00 per hour

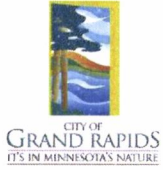
Dylan Christy, Outdoor Rink Attendant, Hourly Range: \$8.00 to \$10.00 per hour

Matt Huebscher, Park & Rec, Outdoor Rink Attendant, Hourly Range: \$8.00 to \$10.00 per hour

Staff Recommendation:

Approve the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.

Consider approving the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0991 **Version:** 1 **Name:** Shop with a Hero
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Adopt a resolution accepting \$4,284.00 dollars in donations for the Shop with a Hero program.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Adopt a resolution accepting \$4,284.00 dollars in donations for the Shop with a Hero program.

Background Information:

The Grand Rapids Police Department is conducting its third Annual Shop with a Hero Event. This event will be taking place December 14, 2014 at the Grand Rapids Wal-Mart. The Police Department has secured donations from the Cap Baker Lions Club (\$539), Cohasset Fire Hook & Ladder (\$400), Meds 1 (\$500), Greenway Lions Club (\$500), Hill City Fire Relief (\$500), Hill City Lions Club (\$500), Grand Rapids Moose Club (\$315), Bovey Fire Special Fund (\$100), Grand Rapids Eagles Club (\$100), Itasca County Veteran's Council (\$100), Grand Rapids Rotary Club (\$250), Northern Lakes Dental (\$100), Kiwanis Club (\$180), and the Grand Rapids Fire Relief Association (\$200) to the Grand Rapids Police Department Third Annual Shop with a Hero Event.

With these donations, children will be given a \$100.00 dollar gift card. These children will be paired with a public safety professional and the child and professional will then Christmas shop for the child's family members.

Upon completion of shopping, the child will be directed to a designated check out area where the child's presents will be gift wrapped by Wal-Mart staff. The children will enjoy refreshments and tours of emergency vehicles followed by a visit with Santa Claus. Santa will be providing each child a personal Christmas gift for them to enjoy.

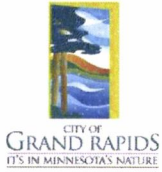
Children have been selected for this event with the cooperation of the Grand Rapids Police Department, Itasca County Social Services, Ross Resources, Grand Rapids Yellow Ribbon Committee and Kootasca.

Staff Recommendation:

Allow the acceptance of above mentioned donations.

Requested City Council Action

Consider adopting a resolution accepting \$4,284.00 dollars in donations from the above mentioned sponsors.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0992 **Version:** 1 **Name:** Renewal of existing Animal Control Facility Agreements and Approval of an Animal Control Facility Agreement with the City of LaPrairie
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Renewal of existing Animal Control Facility Agreements and Approval of an Animal Control Facility Agreement with the City of LaPrairie
Sponsors:
Indexes:
Code sections:
Attachments: [DACF - Hill City 2015.pdf](#)
[DACF - Itasca County 2015.pdf](#)
[DACF Agreement - Bovey 2015.pdf](#)
[DACF Agreement - Cohasset 2015.pdf](#)
[DACF Agreement - LAPRAIRIE 2015.pdf](#)

Date	Ver.	Action By	Action	Result
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Renewal of existing Animal Control Facility Agreements and Approval of an Animal Control Facility Agreement with the City of LaPrairie

Background Information:

The City of Grand Rapids owns and operates an Animal Control Facility. The cities of Bovey, Coleraine, Hill City and Itasca County contract with the City of Grand Rapids to house animals in this facility. Each pays a monthly retainer fee with Itasca County paying an annual fee. In addition, Cohasset contracts for the Grand Rapids Community Assistance Officer to respond to pick up stray animals that are housed at the facility.

These agreements expire at different times during the year. The agreement with the City of Coleraine was renewed in July 2014. It is time to renew the remaining agreements.

The Police Department proposes that these agreements be renewed for a period of one year with all contracts then expiring at the same time on December 31, 2015. In the spring of 2015, the department will meet with each of the government entities, prior to the start of their budgeting process, to renegotiate these contracts to insure that they are specific, equitable and that each is paying its fair share of the cost. The Grand Rapids City Attorney will also review the agreements.

This fall City of LaPrairie expressed a desire to enter into an Agreement similar to the one in existence with the City of Cohasset with a monthly retainer of \$100 per month. The preliminary 2015 budget for the City of LaPrairie has already been set.

Staff Recommendation:

It is the recommendation of the police department that these agreements be renewed and that an agreement with the City of LaPrairie be approved.

Requested City Council Action

If the City Council so desires, renew the Animal Control Facility Agreements with the City of Bovey, City of Hill City, City of Cohasset and Itasca County and enter into an Agreement with the City of LaPrairie with each agreement expiring on December 31, 2015.

ANIMAL CONTROL FACILITY AGREEMENT

THIS AGREEMENT, made and entered in this _____ day of _____, 20____ by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called “City” and the City of Hill City, Minnesota, hereinafter called “Hill City.”

WHEREAS City presently has a Community Assistance Officer and is operating an animal control shelter facility within the City of Grand Rapids, and

WHEREAS Hill City is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow Hill City to use its animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Hill City. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Hill City through a means other than the Grand Rapids Animal Control Facility.
2. In consideration of the use of said animal control facility, Hill City will pay the amount of \$175.00 per month as a monthly retainer. All Hill City animals shall be managed, housed and cared for by the City in accordance with the City’s rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. Hill City will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and Hill City shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. Hill City shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Hill City Police Department that fall within Hill City’s jurisdiction.
6. Hill City will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.

7. This agreement shall remain in full force and effect for a period of one year from January 1, 2015 and will terminate on December 31, 2015. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by Hill City for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Hill City shall be mailed or delivered to the City Council, Hill City, City Hall, P.O. Box 160 Hill City. MN 55748.

8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and Hill City shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

CITY OF HILL CITY

BY: _____
Dale Adams, Mayor

BY: _____

BY: _____
Kimberly Gibeau, City Clerk

BY: _____

ANIMAL CONTROL FACILITY AGREEMENT

THIS AGREEMENT, made and entered in this _____ day of _____, 20____ by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called “**City**” and the County of Itasca, Minnesota, hereinafter called “**County**.”

WHEREAS City presently has a Community Assistance Officer and is operating an animal control shelter facility within the City of Grand Rapids, and

WHEREAS County is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow County to use its animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from the County. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by the County through a means other than the Grand Rapids Animal Control Facility.
2. In consideration of the use of said animal control facility, County will pay the amount of \$25,000 per year as a yearly retainer. All County animals shall be managed, housed and cared for by the City in accordance with the City’s rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. County will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and the County shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. The County shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Itasca County Sheriff’s Department that fall within County’s jurisdiction.
6. The County will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.

7. This agreement shall remain in full force and effect for a period of one year from January 1, 2015 and will terminate on December 31, 2015. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by County for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to County shall be mailed or delivered to Itasca County Administration, 123 Fourth Street, Grand Rapids, MN 55744.

8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and the County shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS
BY: _____
Dale Adams, Mayor

COUNTY OF ITASCA
BY: _____

BY: _____
Kimberly Gibeau, City Clerk

ANIMAL CONTROL FACILITY AGREEMENT

THIS AGREEMENT, made and entered in this _____ day of _____, 20____ by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called “**City**” and the City of Bovey, Minnesota, hereinafter called “**Bovey.**”

WHEREAS City presently has a Community Assistance Officer and is operating an animal control shelter facility within the City of Grand Rapids, and

WHEREAS Bovey is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow Bovey to use its animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Bovey. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Bovey through a means other than the Grand Rapids Animal Control Facility.
2. In consideration of the use of said animal control facility, Bovey will pay the amount of \$175.00 per month as a monthly retainer. All Bovey animals shall be managed, housed and cared for by the City in accordance with the City’s rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. Bovey will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and Bovey shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. Bovey shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Bovey Police Department that fall within Bovey’s jurisdiction.
6. Bovey will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.

7. This agreement shall remain in full force and effect for a period of one year from January 1, 2015 and will terminate on December 31, 2015. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by Bovey for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Bovey shall be mailed or delivered to the City Council, Bovey City Hall, P.O. Box 399 Bovey, MN 55709.

8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and Bovey shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

CITY OF BOVEY

BY: _____
 Dale Adams, Mayor

BY: _____

BY: _____
 Kimberly Gibeau, City Clerk

BY: _____

COMMUNITY ASSISTANCE OFFICER/ANIMAL CONTROL FACILITY AGREEMENT

THIS AGREEMENT made and entered in this _____ day of _____, 20____ by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called “**GRAND RAPIDS**” and the City of Cohasset, Itasca County, Minnesota, hereinafter called “**COHASSET**”

WHEREAS Grand Rapids presently has a Community Assistance Officer and is operating an animal control shelter facility within the City of Grand Rapids, and

WHEREAS Cohasset is desirous of using said Community Assistance Officer and facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That **Grand Rapids** will allow **Cohasset** to use its Community Assistance Officer and animal control facility from time to time in accordance with the rules and regulations as Grand Rapids may establish or revise periodically.
2. In consideration of the use of said animal control facility, **Cohasset** will pay the amount of Three Hundred Fifty Dollars (\$365) per month as a monthly retainer. In addition to said monthly retainer, Cohasset will pay to **Grand Rapids** the sum of \$10 per day for the keeping of an animal for a maximum of ten (10) days.
3. **Cohasset** will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. In consideration of the use of said Community Assistance Officer, **Cohasset** will pay the amount of Twenty Four Dollars and Seventy Seven Cents (\$24.77) per hour. This fee will be adjusted annually according to the union contract.
5. The working hours of the Community Assistance Officer are Monday through Friday from 8:00 am to 4:30 pm with holidays and weekends off according to the union contract.

6. In consideration of the use of said Community Assistance Officer, **Cohasset** will be charged the overtime rate according to the union contract if the need arises.
7. In consideration of the use of said Community Assistance Officer, **Cohasset** will pay the IRS federal reimbursement amount for mileage at the time of travel, to and from **Grand Rapids** to the responding location in **Cohasset**.
8. In consideration of the use of said Community Assistance Officer, **Cohasset** will be charged a minimum of one hour per call. After the first hour, **Cohasset** will be charged the actual time spent on the call.
9. In consideration of the use of said Community Assistance Officer, when off duty and called out by **Cohasset**, **Cohasset** will be charged a minimum of two hours call out time according to the union contract
10. In consideration of the use of said Community Assistance Officer, Officers of the Grand Rapids Police Department will not respond to domestic animal control complaints in **Cohasset** when the Community Assistance Officer is unavailable.
11. All animal criminal investigations will be the responsibility of the Itasca County Sheriff's Department.
12. The City of Cohasset will be billed quarterly for all bills.
13. This agreement shall remain in full force and effect for a period of one year from January 1, 2015 and will terminate on December 31, 2015. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. Grand Rapids shall be paid for the work performed prior to the effective date of termination provided by Cohasset. Notice to Grand Rapids shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Cohasset shall be delivered to City Council, Cohasset City Hall, 305 NW 1st Ave, Cohasset, MN 55721.
14. Cohasset does hereby agree to indemnify, defend and save Grand Rapids, its agents and employees, harmless from any and all claims for personal injury, property damage, or any other claims and costs, including attorneys fees, expenses of investigation, and litigation of suits and claims thereon, and including workers compensation claims which may arise from use by Cohasset of the Grand Rapids Animal Control Facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

BY: _____
Dale Adams, Mayor

BY: _____
Kimberly Gibeau, City Clerk

CITY OF COHASSET

BY: _____
, Mayor

BY: _____
, City Clerk

**COMMUNITY ASSISTANCE OFFICER/ANIMAL
CONTROL FACILITY AGREEMENT**

THIS AGREEMENT made and entered in this _____ day of _____, 2014 by and between the City of Grand Rapids, Itasca County, Minnesota, hereafter called "GRAND RAPIDS" and the City of LaPrairie, Itasca County, Minnesota, hereinafter called "LAPRAIRIE."

WHEREAS Grand Rapids presently has a Community Assistance Officer and is operating an animal control facility within the City of Grand Rapids, and

WHEREAS LaPrairie is desirous of using said Community Assistance Officer and facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That Grand Rapids will allow LaPrairie to use its Community Assistance Officer and animal control facility from time to time in accordance with the rules and regulations as Grand Rapids may establish or revise periodically.
2. In consideration of the use of said animal control facility, LaPrairie will pay the amount of One Hundred Dollars (\$100.00) per month as a monthly retainer. In addition to said monthly retainer, LaPrairie will pay to Grand Rapids the sum of \$10 per day for keeping of an animal for a maximum of ten (10) days.
3. LaPrairie will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. In consideration of the use of said Community Assistance Officer, LaPrairie will pay the hourly salary of the Community Assistance Officer according to the union contract.
5. The working hours of the Community Assistance Officer are Monday through Friday from 8:00 am to 4:30 pm with holidays and weekends off, according to the union contract.
6. In consideration of the use of said Community Assistance Officer, LaPrairie will be charged the overtime rate according to the union contract if the need arises.

7. In consideration of the use of said Community Assistance Officer, LaPrairie will pay the IRS federal reimbursement amount for mileage at the time of travel to and from Grand Rapids to the responding location in LaPrairie.
8. In consideration of the use of said Community Assistance Officer, LaPrairie will be charged a minimum of one hour per call. After the first hour, LaPrairie will be charged the actual time spent on the call.
9. In consideration of the use of said Community Assistance Officer, when off duty and called out by LaPrairie, LaPrairie will be charged a minimum of two hours call out time according to the union contract.
10. In consideration of the use of said Community Assistance Officer, Officers of the Grand Rapids Police Department will not respond to domestic animal control complaints in LaPrairie when the Community Assistance Officer is unavailable.
11. All animal criminal investigations, including violations of LaPrairie City Ordinances, will be the responsibility of the Itasca County Sheriff's Department.
12. The City of LaPrairie will be billed quarterly for all bills.
13. This agreement shall remain in full force and effect for a period of one year from January 1, 2015 and will terminate on December 31, 2015. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. Grand Rapids shall be paid for the work performed prior to the effective date of termination provided by LaPrairie. Notice to Grand Rapids shall be mailed or delivered to the City Council, Grand Rapids City Hall, 420 North Pokegama Avenue, Grand Rapids, MN 55744. Notice to LaPrairie shall be mailed or delivered to the City Council, LaPrairie City Hall, 15 Park Drive, LaPrairie, MN 55744.
14. LaPrairie does hereby agree to indemnify, defend and save Grand Rapids, its agents and employees, harmless from any and all claims for personal injury, property damage, or any other claims and costs including attorney's fees, expenses of investigation, and litigation of suits and claims thereon, and including workers compensation claims which may arise from the use by LaPrairie of the Grand Rapids Animal Control Facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

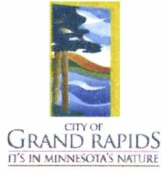
CITY OF LAPRAIRIE

BY: _____
Dale Adams, Mayor

BY: _____
Mike Fall, Mayor

BY _____
Kimberly Gibeau, City Clerk

BY: _____
Marilyn Carlson, Clerk-Treasurer



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0994 **Version:** 1 **Name:** Operating transfer-St Light&Utility Service and close
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Adopt a resolution approving transferring approximately \$9,958 to the General Fund from the Capital Fund-Street Light & Utility Service and closing the fund.
Sponsors:
Indexes:
Code sections:
Attachments: [Close fund 409 & transfer \\$9,958 from 409 to 101.pdf](#)

Date	Ver.	Action By	Action	Result
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Adopt a resolution approving transferring approximately \$9,958 to the General Fund from the Capital Fund-Street Light & Utility Service and closing the fund.

Background Information:

In April of 2014, Dave Mol from Redpath and Company presented the City's 2013 Comprehensive Annual Financial Report to the council. Dave Monl recommended in the Audit Management Letter that a few funds be closed because they did not have significant activity for the past several years. His recommendation was to consider closing this fund to a council designated fund.

Staff Recommendation:

Staff is recommending adopting a resolution approving transferring approximately \$9,958 to the General Fund from the Capital Fund-Street Light & Utility Service and closing the fund.

Requested City Council Action

Consider adopting a resolution approving transferring approximately \$9,958 to the General Fund from the Capital Fund-Street Light & Utility Service and closing the fund.

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

RESOLUTION NO. 14-
A RESOLUTION AUTHORIZING AN OPERATING TRANSFER TO THE GENERAL
FUND (101) FROM THE CAPITAL PROJECTS FUND-STREET LIGHT & UTILITY
SERVICE (409) IN THE AMOUNT OF \$9,958 AND CLOSE THE FUND

WHEREAS, in April 2014, the Dave Mol from Redpath and Company presented the 2013 Comprehensive Annual Financial Report, and

WHEREAS, the Audit Management Letter recommended closing a few funds with minimal or no activity for several years, and

WHEREAS, recommended closing to them council designated funds,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the transfer of \$9,958 to the General Fund (101) from the Capital Projects Fund-Street Light & Utility Service (409) , and to close the fund.

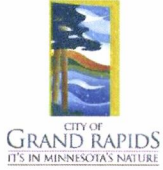
Adopted this 8th day of December, 2014.

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0995 **Version:** 1 **Name:** Snow and Ice Control Policy
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Adopt a resolution adopting the City of Grand Rapids' 2015-2017 Snow and Ice Control Policy.
Sponsors:
Indexes:
Code sections:
Attachments: [2015-2017 Snow and Ice Control Policy](#)
[2015-2017 Snow and Ice Control Policy Resolution](#)

Date	Ver.	Action By	Action	Result
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Adopt a resolution adopting the City of Grand Rapids' 2015-2017 Snow and Ice Control Policy.

Background Information:

It is recommended by the League of MN Cities to develop a formal policy for the City's Snow and Ice Control Removal. The policy and resolution were developed and have been approved dating back to 1991. A copy of the City's Snow and Ice Control Policy will be available for viewing on the City's website at www.grandrapidsmn.com <<http://www.grandrapidsmn.com>> and also in the Administration Office at City Hall.

There were a few changes to the policy from 2011-2013 and they are as follows:

- 1) A street was added to the Priority 1 Streets for plowing in Section 4, C-10,
- 2) Directions were added on relaying a message to the On-Duty Police Officer through the Itasca County Sheriff's Office Dispatch in Section 7, D-2,
- 3) A portion of Section E-1, under Call-Outs, was deleted due to the removal of the traffic signal at the bottom of Powers Hill,
- 4) Updates were made to MNDOT contacts on Page 7.

Staff Recommendation:

Jeff Davies, Public Works Director, reviewed the policy changes and recommends approving the resolution to update the City's Snow and Ice Control Policy.

Requested City Council Action

Approve and pass the resolution adopting the City's 2015-2017 Snow and Ice Control Policy.

SNOW & ICE CONTROL POLICY

12-8-14

1. Statement of Intent

It is the intent of City of Grand Rapids and the Public Works Department to the extent reasonably possible to provide safe travel for the pedestrian, bicyclist and motorist. The City recognizes the importance of maintaining passable streets for emergency vehicles and the general public. The Department shall work toward the goal of providing safe pedestrian, bicycle and traffic flow in an efficient and cost effective manner.

2. Snow and Ice Control

(This policy supersedes all previously written documents and unwritten policies on the subject of snow and ice control.)

Subject to the discretion of the Public Works Director the following policies apply:

- A. All Department of Public Works personnel shall be available for snow and ice control operations.
- B. Snowplow operators shall not exceed 12 hours in one shift without approval of the Public Works Director or designee. No more than 16 continuous hours total.
- C. Late spring and early snowfalls may be left on roadways if melting is determined to be eminent or if substantial damage will be caused by plows to the pavement structure or boulevards.
- D. Clearing of intersection snow banks will be accomplished when determined by the Public Works Director or designee to be needed on collector and arterial streets and near schools.
- E. Depositing snow from private property in any fashion by property owners or contractors onto a public street or highway is illegal and punishable as a misdemeanor according the Minnesota Statute 160.27.

3. Operations

- A. Prior to the crews being called out for snow plowing operations and post storm clean up, the Public Works Department shall inform the Police Department of this action.
- B. Plowing operations shall be scheduled for each event which results in an accumulation of two or more inches of snow. Typically, plowing crews will be scheduled to start at 3:30 a.m. However, the starting time may vary, depending on snow accumulations and/or road conditions.
- C. Plowing operations on Priority I roads (defined below) may be repeated, in the event of a continuous snowfall. It is not unusual to plow the MN/DOT highway system more than once during the same snowfall to prevent the buildup of packed snow and ice.

4. Priorities

- A. Priority is given to those roadways designated as arterial and collector streets and municipal

parking lots. Residential roadways and alleys are a secondary priority. Personnel and equipment are assigned to specific routes in order to provide an efficient and balanced approach to the snow and/or ice removal process.

Priority I Streets

1. All Minnesota Department of Transportation Highway Systems as defined by the current Routine Maintenance Agreement between the Minnesota Department of Transportation and the City of Grand Rapids, Minnesota.
 2. 7th Avenue E between Highway 169 E and 33rd Street SE.
 3. 7th, 10th, 11th, 13th, 17th, 21st and 29th Streets between Highway 169 S and 7th Avenue SE.
 4. 25th Street between Highway 169 S and 2nd Ave SE.
 5. 2nd Ave SE from 10th Street SE south to the south of 29th St SE.
 6. 5th Street N between 20th Avenue NW and 13th Ave NE.
 7. Horseshoe Lake Road and Isleview Road.
 8. Also categorized as Priority I are all designated school bus routes as defined by Independent School District #318. This is done in an effort to assure safe passage of all school busses within the City limits.
- B. All of the above mentioned Priority I streets are to be plowed with traffic, starting with the center, plowing to the curb. These streets have the highest traffic volume and serve as borders when plowing Priority II streets.
- C. The entire Central Business District is classified Priority I as it pertains to routine CBD snow removal. The following streets are windrowed to the middle. In doing so, all intersections are cleared for safe passage.
1. 2nd Street NW from 169 N to the alley west of 1st Ave NW.
 2. 2nd Ave NW from 3rd Street NW to Highway 2 W.
 3. 1st Avenue from 1st Avenue and 2nd Street NW to 1st Avenue and Highway 2 W.
 4. 3rd Street from Highway 169 N and 3rd Street NW to 3rd Street and 2nd Avenue NW.
 5. 3rd Street from Highway 169 N to 1st Avenue NE.
 6. 1st Avenue NE from 1st Avenue NE and 3rd Street to Highway 2 E.
 7. 5th Street N from 10th Avenue NW to 3rd Avenue NE.
 8. 1st Avenue NW, Pokegama Avenue N, 1st Avenue NE and 2nd Avenue NE between Highway 2 E and 5th Street N.
 9. 1st Avenue NW and Pokegama Avenue N between 5th Street N and 6th Street N.
 10. 4th Ave NE between Highway 2 E and 5th St NE.

Windrows left in front of the Fire Hall doors on 5th Street NE will be left in such a manner as to provide access. This is done to assure unobstructed departure of all emergency vehicles.

Removal of windrowed snow is scheduled after a determination is made that the Priority II streets (defined below) and alleys have been plowed during the initial shift.

Priority II Streets

All remaining residential streets and alleys are to be plowed as part of the initial shift operations. The only exception would be if the work shift exceeded 12 hours.

5. Snow Removal

- A. Upon completion of the initial shift of snow plowing, snow removal in the CBD and on the

MN/DOT highway systems is scheduled. To the extent possible removal will consist of full width parking stalls to prevent obstruction of the travel lanes. It will also aid proper visibility at intersections and walking for pedestrians.

- B. Upon completion of snow removal on the MN/DOT highway systems, snow removal on bus routes and school areas is scheduled, when the snow bank obstructs visibility or narrows the roadway to a degree that would be deemed unsafe.
- C. All snow removal is given second priority to snow plowing. In the event of back to back snowstorms or snow accumulations that warrant re-plowing, all snow removal will be delayed until plowing is complete. Only after completion of snow plowing will snow removal be rescheduled.
- D. In the event of plowable snow being forecasted, snow removal may be stopped in order to prepare equipment for snow plowing.
- E. Scheduling over-time weekend work as it pertains to snow removal is determined by financial considerations.

6. Sanding/Liquid De-Icers

- A. It shall be the policy of the City to consider cost, environmental impact of salt and chemical usage as well as safety of the motoring public when establishing application rates and locations for application.
- B. Sand or salt shall be applied to the street surface in such quantities so as to provide a level of skid resistance with standards normally experienced on city streets throughout the State of Minnesota. It is recognized that a bare pavement policy is not possible at all times during winter periods in the northern regions of the country.
- C. Liquid de-icing may be used both as a de-icing agent to melt ice deposits and aid in their removal and as an anti-icing agent to prevent the frozen precipitation from accumulating on the roadway surface.
- D. De-icing priorities are the same as snow plowing priorities in regards to which areas are de-iced first.
- E. When the Public Works Department is notified of an excessively slippery intersection an attempt will be made to have it de-iced as soon as reasonably possible.

7. Call-Outs

- A. During normal working hours, the Police Department, the Public Works Director or designee shall be responsible for monitoring street and weather conditions and initiation of snow and ice control procedures.
- B. After hours, on weekends, and during holidays the Police Department shall notify the Public Works Director or designee when snow and ice conditions warrant crew alert.
- C. Persons authorized to call out City Snow and Ice Control Personnel:

1. On-Duty Police Officer,
2. Public Works Director or Public Works Leadperson (in absence of Public Works Director).

D. Procedures to be used for call-outs:

1. POLICE: If in the judgment of the on-duty officer, following the criteria established below, there should be a call-out, the officer should refer to the Public Works Call-Out list. During after hours, the officer may elect to contact the Sheriff's Dispatch for assistance, the Public Works Director at Cell#259-8688, Home 999-5076, Office 326-7480 or the Public Works Leadperson at 244-7895.
2. OTHERS: Call the Police Department at 326-3464. If after hours, on a weekend or a Holiday, press "one" following the voice message and the Itasca County Dispatch will answer and relay concerns to the On-Duty Police Officer. The On-Duty Police Officer will check the complaint prior to calling City Snow and Ice Control Personnel out.
3. CALL-OUT POLICY AND ROAD DESIGNATION: Please refer to the City of Grand Rapids Public Works Call-Out Policy and Road Designation and its corresponding City Map for clarification of road maintenance. This document is located on the last two pages of this policy.

E. Criteria to be used for determining the necessity of calling out the sander:

1. Extremely hazardous conditions. For example, vehicles are unable to stop safely at controlled intersections, or vehicles cannot stop safely on Powers Hill.
2. When hills near schools and on school bus routes become slippery and meet the criteria in (1) above.
3. Creation of hazardous road conditions by unusual circumstances, i.e., fire, water spills, etc.

F. General procedures for sanding coordination:

1. If Police require sanding services during the normal work schedule or at periods when the sander is operating, the Police should directly contact the sander (radio call #296, #289 or #287) and give the requirements. If there is no response from either sander, contact the Public Works Director (radio call for #250, 259-8688 or 326-7480).
2. The sander operator will call the Police Department when he is leaving to sand so they may coordinate special requirements with him. He will also notify the Police Department when he is finished.

G. The sanding of private property by City Staff is prohibited.

8. Sidewalk Plowing

- A. The City of Grand Rapids currently plows and removes snow from designated sidewalks within the City Limits. This function is placed in a third level priority, after all streets have been plowed and snow has been removed.
- B. Two different distinctions apply to the Sidewalk Plowing section of the Snow and Ice Control Policy.
 1. The City recognizes its duty to remove snow from sidewalks that is placed there as a result of street plowing. It recognizes when the snow is plowed to the middle of the street, the

efficiency of plowing the sidewalks first. This work will be scheduled when practical and in accordance with the priorities identified in the Snow and Ice Control Policy. Sidewalk snow plowing and ice removal is the responsibility of the adjacent property owner as outlined in the Municipal Code Sec. 58-3.

Sec. 58-3. Snow or ice removal.

(a) This section applies in all areas of the city except those zoned PU, S-PU, CD, AG and A.

(b) It shall be unlawful for the owners of any building in the business district in front of which building or adjacent to which a sidewalk has been constructed for the use of the public, to allow any accumulation of snow or ice to remain upon the sidewalk after the snow or ice has ceased to be deposited thereon.

(c) All snow and ice remaining upon public sidewalks in the business district is declared to constitute a public nuisance, and all persons owning vacant property adjacent to such public walks are required to abate such nuisance or cause the nuisance to be abated within 12 hours after the snow or ice has ceased to be deposited on the sidewalk.

(d) The public works director may cause to be removed from all such public sidewalks, beginning not less than 12 hours after any snow or ice has ceased to fall, all snow and ice which may be discovered thereon, and he shall keep a record of the cost of removal and the lot or lots adjacent to which such accumulation was found and removed. The right of the director to remove snow and ice from public sidewalks does not, in any manner, place an affirmative duty upon the city to remove snow or ice from public sidewalks.

(e) The city attorney when so directed by the public works director shall extend the cost of removal of snow or ice as a special tax against the lots or parcels of ground abutting of which walks were cleared, and such special tax shall at the time of certifying taxes to the county auditor be certified for collection as other special taxes are certified and collected.

(f) The city shall, at the direction of the council, bring suit in any court of competent jurisdiction to recover from the person owning land adjacent to which sidewalks were cleared by the city the cost of such clearing and the cost of suit in a civil action.

(g) If the council so directs, any person who violates this section shall be prosecuted and if convicted shall be punishable by the penalty provided for violation of this Code.
(Code 1978, § 7.02)

State law reference—Authority to compel snow or ice removal from sidewalks and assess cost of removing same again abutting property owner, Minn. Stat. § 412.221, subd. 6.

2. Removal of snow and ice on sidewalks resulting from the natural accumulation is the responsibility of the building owner or person owning land adjacent to which a sidewalk has been constructed for the use of the public.

Priority I

All sidewalks within the CBD area, sidewalks adjacent to the MN/DOT systems, River Road between Highway 169 S to 7th Avenue S.E. and the west side of 7th Avenue S.E. between River Road and Highway 2 E and north on the east side of Highway 38 N from the intersection of Highway 2 W to 14th Street NW and the sidewalk around Crystal Lake and back to Highway 38 are plowed during the initial snowplow shift.

Priority II

As manpower and weather conditions dictate, as determined by the Public Works Director, other residential sidewalks where the sidewalk is adjacent to the curb will be scheduled for removal. All other residential sidewalk plowing is the responsibility of the adjacent property owner as per Ordinance 58-2 and 58-3.

B. In the CBD area, clearing of handicapped curb cuts and pedestrian crosswalks shall be the responsibility of the City.

C. Exceptions:

1. Areas where the distance between buildings and other obstacles will not accommodate angle sidewalk plows.
2. During equipment breakdowns.
3. During successive snowstorms, when all available operators are confined to street snow plowing and removal equipment.

9. Property Damage

It is recognized by the City that on occasion private property is damaged during snow and ice control operations. Where this happens it shall be the policy of the City to handle damages in the following manner.

A. Mailboxes

1. Where mailboxes are placed adjacent to the street it shall be the policy of the City that snow shall be plowed as close a practicable to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piled snow away from mailboxes so mail can be delivered.
2. Where damage to the mailbox occurs such damage shall be investigated by the Public Works Director. If it is determined that the weight of the snow caused the damage, the City will not assume responsibility for repair of the mailbox. Where evidence indicates that physical contact between the plow and the mailbox occurred, the City will assume responsibility for repair, provided the mailbox was properly placed.

10. Boulevard Sod

It shall be the policy of the City to repair turf damage done by City equipment. Maintenance will repair the damage by re-laying the turned up pieces of sod or by placing black dirt and grass seed down.

**CITY OF GRAND RAPIDS PUBLIC WORKS
CALL-OUT POLICY
AND
ROAD DESIGNATION**

Persons authorized to call-out the Public Works Crew:

1. On-Duty Police Officer
2. Fire Chief or designee
3. Public Works Director or designee (PW Lead Person in absence of PW Director)
4. If in the judgment of the On-Duty Grand Rapids Police Officer, for a routine call-out, he or she should refer to the Public Works Call-Out List.
5. All after hours call-out requests should be confirmed by the Grand Rapids Police Dept., Public Works Director or the Public Works Lead Person before calling an employee out.

Road Designation:

The State of Minnesota, Itasca County and the City of Grand Rapids are all road authorities within the City of Grand Rapids. On the attached map, roadways in red are City streets, roadways in blue are MNDOT Trunk Highways maintained by the City as per our MNDOT Routine Maintenance Agreement #91170, roadways in orange are MNDOT Trunk Highways maintained by MNDOT and the roadways in yellow are County roads maintained by the County.

The road authority for all MNDOT signalized intersections is MNDOT. For any signal/lighting emergency situation or signal system malfunction, please utilize the MNDOT call-out procedure list provided below. The only exception to the road authority maintenance of signalized intersections is that the City is contracted by MNDOT to replace light bulbs. To report a burned out signal light bulb during business hours, please contact Public Works Administrative Assitant, Cindy Lyman at 326-7481 or Public Works Director, Jeff Davies at 326-7480 or Cell# 218-259-8688. After hours, please utilize the Public Utilities after hours emergency number, 326-4806.

The signalized intersection at River Road and Airport Road (7th Ave SE) is the responsibility of the City. It is the only signalized intersection that is not under MNDOT authority. For any system malfunction during business hours please call Public Works Director, Jeff Davies at 326-7480 or Public Works Administrative Assistant Cindy Lyman at 326-7481. After hours, please utilize the Public Utilities after hours emergency number, 326-4806.

**MNDOT CONTACTS FOR SIGNAL/LIGHTING, EMERGENCY SITUATIONS
AND SIGNAL SYSTEM MALFUNCTIONS**

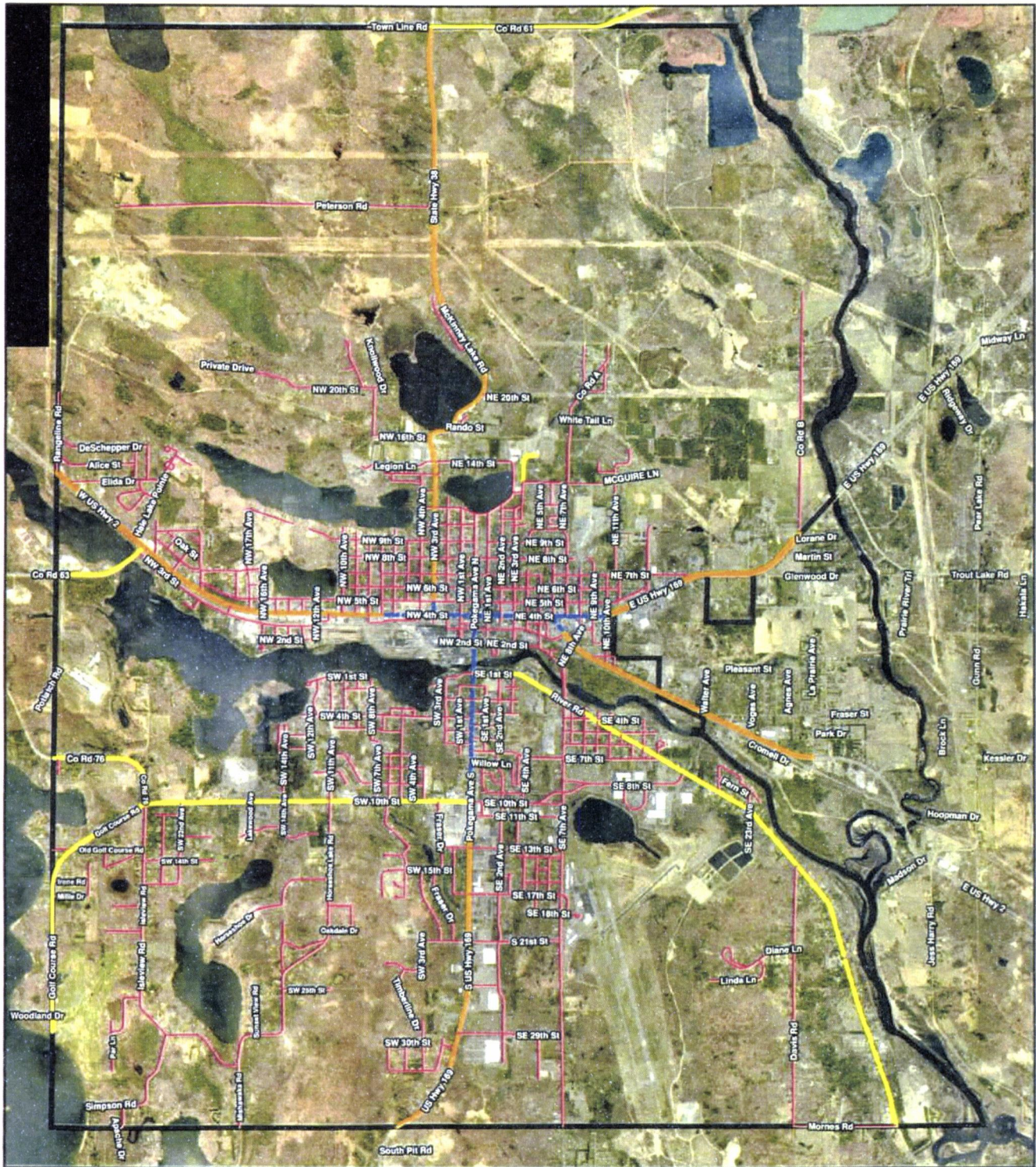
Any state traffic light issue should be called in to the Minnesota State Patrol.

During Weekdays Call:

	Radio Call #	Office Phone	Cellular Phone	Home Phone
John Hoivik		218-725-2790	218-348-2477	218-728-6562
Jeff Mast	ESS - 216	218-624-7060	320-248-2117	218-565-1229
Jim Miles		218-725-2789	218-491-5009	218-525-4085
Perry Collins		218-725-2827	218-269-5770	218-729-3399

During Weekends Call (1A & 1B):

1. John Hoivik
2. Jeff Mast
3. Jim Miles
4. Perry Collins



Road Maintenance Map



GRAND RAPIDS



Legend	
Road Maintenance	
	City Owned & Maintained
	MI-100 Owned & Maintained
	MI-131 Owned & Maintained
	County Owned & Maintained
	2010 city limits

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

RESOLUTION NO. 14-

**A RESOLUTION APPROVING THE CITY OF GRAND RAPIDS PUBLIC WORKS DEPARTMENT
SNOW AND ICE CONTROL POLICY FOR 2015-2017
AND AUTHORIZE THE MAYOR AND CLERK TO SIGN THE RESOLUTION**

WHEREAS, in conjunction with the City's participation in the League of Minnesota Cities Insurance Trust Property and Casualty Program has recommended that the City Council adopt a Snow and Ice Control Policy; and,

WHEREAS, the adoption of a city snow and ice control policy is of benefit to the City; and,

WHEREAS, the Public Works Director has reviewed and recommended the adoption of the Snow and Ice Control Policy.

BE IT RESOLVED BY THE CITY OF GRAND RAPIDS:

That all previously written documents and all unwritten policies are hereby superseded.

That the "Snow and Ice Control Policy" be on file in the City Administration Office and a part of the Public Works Policy Manual.

That this policy shall become effective on the day it is adopted.

Adopted this 8th day of December, 2014.

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0996	Version:	1	Name:	City Tree Ordinance Revision
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/3/2014	In control:		In control:	City Council
On agenda:	12/8/2014	Final action:		Final action:	
Title:	Adopt an ordinance accepting the total revision of Chapter 74, Ordinance on Vegetation of the City of Grand Rapids, City Code.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Original Vegetation Tree Ordinance 2014 12-8 City of Grand Rapids Tree Ordinance				

Date	Ver.	Action By	Action	Result
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Adopt an ordinance accepting the total revision of Chapter 74, Ordinance on Vegetation of the City of Grand Rapids, City Code.

Background Information:

At the May 14, 2012, City Council Meeting, Council authorized the application to the Minnesota Department of Natural Resources for a 2013-14, a \$10,000 Grant for planting a more diverse and resilient community forest. The placement and species of trees were all approved and planted in 2013. One stipulation of the grant was to assure our Urban Forestry Management was current and addressed in our Municipal Code. It was not, so rather than cut and paste our existing Chapter 74 I decided to rewrite the entire Chapter 74, Vegetation which includes Urban Forestry. I would like to point out that Cindy Lyman, PW Administrative Assistant and Kelly Morris PW City Forester played an equal part in authoring the rewritten Chapter 74. The old chapter was written during the era which focused mostly on Dutch Elm Disease. Current concerns now include, Oak Wilt, Emerald Ash Borer, Gypsy Moth and any vertebrate or invertebrate animal, plant pathogen or plant in the community threatening to cause significant damage to a shade tree or community forest. Chad Sterle, City Attorney, has reviewed the ordinance changes and a copy has been forwarded to the Minnesota Department of Natural Resources, St Paul Office and they also approved the text. A copy of the old and new text are included in the attachments as well as the resolution.

Staff Recommendation:

Jeff Davies, Public Works Director, recommends adopting an ordinance to accept the changes to city code.

Requested City Council Action

Adopt an ordinance accepting the total revision of Chapter 74, Ordinance on Vegetation of the City of Grand Rapids, City Code.

Chapter 74

VEGETATION*

Article I. In General

Secs. 74-1—74-30. Reserved.

Article II. Diseased/Hazardous Trees

- Sec. 74-31. Declaration of policy.
- Sec. 74-32. City tree inspector.
- Sec. 74-33. Nuisances declared; abatement.
- Sec. 74-34. Inspection and investigation.
- Sec. 74-35. Abatement of nuisances.
- Sec. 74-36. Procedure for removal of infected trees and wood.
- Sec. 74-37. Spraying Elm trees.
- Sec. 74-38. Transporting Elm wood prohibited.
- Sec. 74-39. Interference prohibited.
- Sec. 74-40. Replanting of trees.
- Sec. 74-41. Trees obstructing streets etc.

***Cross references**—Buildings and building regulations, § 30-141 et seq.; subdivisions, § 30-261 et seq.; design standards for street trees in subdivisions, § 30-363; zoning, § 30-421 et seq.; recreation parks, ch. 46; streets, sidewalks and other public places, ch. 58; trees and shrubs, § 58-6.

ARTICLE I. IN GENERAL

Secs. 74-1—74-30. Reserved.

ARTICLE II. DISEASED/HAZARDOUS TREES**Sec. 74-31. Declaration of policy.**

The city council has determined that the health of the Elm trees within the municipal limits is threatened by a fatal disease known as Dutch Elm disease. It has further determined that the loss of Elm trees growing upon public and private property would substantially depreciate the value of property within the city and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the council to control and prevent the spread of this disease and this article is enacted for that purpose.

(Code 1978, § 47.01)

Sec. 74-32. City tree inspector.

(a) *Position created.* The position of city tree inspector is created within the public works department of the city.

(b) *Duties.* It is the duty of the city tree inspector to coordinate, under the direction and control of the public works director, all activities of the municipality relating to the control and prevention of diseased/hazardous trees.

(Code 1978, § 47.02)

Sec. 74-33. Nuisances declared; abatement.

(a) The following things are public nuisances whenever they may be found within the city:

- (1) Any living or standing diseased/hazardous tree or part thereof infected to any degree with the Dutch Elm disease fungus *Cercospora Ulmi* (Buisman) Moreau or which harbors any of the Elm bark beetles *Scolytus Multistriatus* (Eichh.) or *Hylurgopinus Rificipes* (Marsh).
- (2) Any dead Elm tree or part thereof, including logs, branches, stumps, firewood or other Elm material from which the bark has not been removed and burned or sprayed with an effective Elm bark beetle insecticide.

(b) It is unlawful for any person to permit any public nuisance as defined in subsection (a) of this section to remain on any premises owned or controlled by him within the city. Such nuisances may be abated in the manner prescribed by this article.

(Code 1978, § 47.04)

Cross reference—Nuisances, ch. 38.

Sec. 74-34. Inspection and investigation.

(a) *Annual inspection.* The city tree inspector shall inspect all premises and places within the city as often as practicable to determine whether any condition described in section 74-33 exists thereon. He shall investigate all reported incidents of infestation by Dutch Elm fungus or Elm bark beetles.

(b) *Entry on private premises.* The city tree inspector or his duly authorized agents may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned him under this article.

(c) *Diagnosis.* The city tree inspector shall, upon finding conditions indicating Dutch Elm infestation, immediately send appropriate specimens or samples to the commissioner of agriculture for analysis, or take such other steps for diagnosis as may be recommended by the commissioner. Except as provided in section 74-33, no action to remove infected trees or wood shall be taken until positive diagnosis of the disease has been made.

(Code 1978, § 47.05)

Sec. 74-35. Abatement of nuisances.

In abating the nuisances defined in section 74-33, the city tree inspector shall cause the infected tree or wood to be sprayed, removed, burned, or otherwise effectively treated so as to destroy and prevent as fully as possible the spread of Dutch Elm disease fungus and destroy and prevent as fully as possible the spread of Dutch Elm disease fungus and Elm bark beetles. Such abatement procedures shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the commissioner of agriculture.

(Code 1978, § 47.06)

Sec. 74-36. Procedure for removal of infected trees and wood.

(a) Whenever the city tree inspector finds with reasonable certainty that the infestation defined in section 74-33 exists in any tree or wood in any public or private place in the city, he shall proceed as follows:

- (1) If the city tree inspector finds that the danger of infestation of other Elm trees is not imminent because of Elm dormancy, he shall make a written report of his findings to the council which shall proceed by abating the nuisance as a public improvement under Minn. Stat. ch. 429 or abating the nuisance as provided in subsection (b) of this section.
- (2) If the city tree inspector finds that danger of infestation of other Elm trees is imminent, he shall notify the abutting property owner by certified mail that the nuisance will be abated within a specified time, not less than five days from the date of mailing of such notice. The city tree inspector shall immediately report from the date of mailing of such notice and report such action to the council. After the expiration of the time limited by the notice he may abate the nuisance.

(b) Upon receipt of the city tree inspector's report required by subsection (a)(1) of this section, the council shall by resolution order the nuisance abated. Before action is taken on such resolution, the council shall publish notice of its intention to meet to consider taking action to abate the nuisance. This notice shall be mailed to affected property owners and published once no less than one week prior to such meeting. The notice shall state the time and place of the meeting, the streets affected, action proposed, the estimated cost of the abatement, and the proposed basis of assessment, if any, of costs. At such hearing or adjournment thereof, the council shall hear property owners with reference to the scope and desirability of the proposed project. The council shall thereafter adopt a resolution confirming the original resolution with such modifications as it considers desirable and provide for the doing of the work by day labor or by contract.

(c) The city tree inspector shall keep a record of the costs of abatement done under this section and shall report monthly to the city clerk, or other appropriate officer, all work done for which assessments are to be made stating and certifying the description of the land, lots, parcels involved and the amount chargeable to each.

(d) On or before September 1 of each year the clerk shall list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable under this article. The council may then spread the charges or any portion thereof against the property involved as a special assessment under Minn. Stat. § 429.101 and other pertinent statutes for certification to the county auditor and collection the following year along with current taxes. (Code 1978, § 47.07)

Sec. 74-37. Spraying Elm trees.

(a) Whenever the city tree inspector determines that any Elm tree or Elm wood within the city is infected with Dutch Elm fungus, he may spray all nearby high value Elm trees with an effective Elm bark beetle destroying concentrate. Spraying activities authorized by this section shall be conducted in accordance with technical and expert opinions and plans of the commissioner of agriculture and under the supervision of the commissioner and his agents whenever possible.

(b) The notice provisions of Section 74-37(a)(2) apply to spraying operations conducted under this section. (Code 1978, § 47.08)

Sec. 74-38. Transporting Elm wood prohibited.

It is unlawful for any person to transport within the city any bark-bearing Elm wood without having obtained a permit from the city tree inspector. The city tree inspector shall grant such permits only when the purposes of this article will be served thereby. (Code 1978, § 47.09)

Sec. 74-39. Interference prohibited.

It is unlawful for any person to prevent, delay, or interfere with the city tree inspector or his agents while they are engaged in the performance of duties imposed by this article.
(Code 1978, § 47.10)

Sec. 74-40. Replanting of trees.

It is the policy of the city that there should be replantings in place of the diseased Elm. The city tree inspector shall provide a list of acceptable species of trees to be planted in place of the Elm trees. This list shall be available to all residents of the city. No Elm tree shall be planted.
(Code 1978, § 47.12)

Sec. 74-41. Trees obstructing streets etc.

No tree or part thereof shall obstruct or endanger free passage, proper use or sight line distance of any public street, sidewalk, crosswalk, bridge or public facility.

Vegetation

Secs. 74-1---74-30. Reserved.

Article II. Urban Forestry Management

Sec. 74.31 Declaration of Policy.

The City Council has determined that the health of trees within the municipal limits is threatened by tree pests. Shade tree pests are any vertebrate or invertebrate animal, plant pathogen, or plantings the community threatening to cause damage to a shade tree or community forest. The loss or ill health of trees growing on public and private property substantially depreciates the value of property within the city and impairs the safety, environmental benefits, general welfare and convenience of the public. The provisions of this section are adopted as an effort to control and prevent the spread of shade tree pests and to maintain a healthy urban forest, in addition to and in accordance with Minn. Stat. § 89.001, 89.01 and 89.51-.64.

Sec. 74.32 Purpose

It is the purpose of this Ordinance to protect and promote the public health, safety and general welfare of the people of the City by:

- A. Regulating the planting, maintenance and removal of trees, shrubs and herbaceous plants on all public spaces and rights of way.
- B. Allowing the planting, maintenance, removal and trimming of trees, shrubs and herbaceous plants on public lands by written permission of the city.
- C. Inspecting trees on public and private lands.
- D. Controlling shade tree pests to protect the trees and to prevent and abate hazardous tree conditions and nuisances within the City on public and private lands.
- E. Protecting and preserving existing healthy trees.
- F. Encouraging the planting of trees for the protection and enhancement of the environment.

Sec. 74.33 Jurisdiction and obstruction

The city shall have control of all street trees, shrubs, and other plantings now or hereafter in any street, park, public right-of-way or easement, or other public place within the city limits, and shall have the power to plant, care for, maintain, remove, and replace such trees, shrubs, and other plantings. No tree or part thereof shall obstruct or endanger free passage, proper use or sightline distance of any public street, sidewalk, crosswalk, bridge or public facility.

Sec. 74.34 Declaration and definition of a shade tree pest

The Council may by ordinance declare any vertebrate or invertebrate animal, plant pathogen, or plant in the community threatening to cause significant damage to a shade tree or community forest, as defined by Minn. Stat. § 89.001, to be a shade tree pest and prescribe control measures to effectively eradicate, control, or manage the shade tree pest, including necessary timelines for action. A shade tree pest, as defined by Article III occurring within a defined control zone is a public nuisance.

Sec. 74.35 Shade tree pest nuisances are unlawful

It is unlawful for any person to permit any public nuisance as defined in this section to remain on any premises the person owns or controls within the city. The nuisance may be abated as provided in this section.

Sec. 74.36 Forestry Advisory Committee

The Public Works Director, City Engineer, Parks and Recreation Director and the Public Works City Forester shall make up the designation of the City Tree Board. The City Council may also designate additional members from time to time.

Sec 74.37 Designation of City Forester/Pesticide Applicator

- A. Appointment of City Forester: The Director of Public Works makes the recommendation to the City Council for the appointment of the City Forester to coordinate the activities within the city relating to urban forest management.
- B. Authority of City Forester: The City Forester shall have jurisdiction and supervision over all trees, shrubs, and herbaceous plants located within street rights of way, parks and public places of the City, and trees, shrubs and herbaceous plants located on private property that constitute a hazard or threat to the public.
- C. Duties of City Forester: The City Forester may direct the planting, care, maintenance, removal and replacement of any tree, shrub or herbaceous plant on public grounds and on private property where necessary to preserve or restore the healthy and safe condition of such tree, shrub or herbaceous plant or to protect the public from damage or injury. The cost of any such work may be assessed against the property on which the tree, shrub or herbaceous plant is located.
- D. Public Tree Master Plan: In addition to the other responsibilities under this Chapter, the City Forester shall review the Public Tree Master Plan regarding all aspects of trees, shrubs and herbaceous plants on public property within the City and on private property where such tree(s), shrub(s) and/or herbaceous plant(s) may present a health or safety hazard.

Sec. 74.38 Abatement of shade tree pest nuisances

- A. In abating a nuisance, defined by ordinance under section Sec. 74.34, the organism, condition, plant, tree, wood, or material identified as injurious to the health of shade trees shall be removed or effectively treated so as to destroy and prevent as fully as possible the spread of the shade tree pest. Such abatement procedures shall be carried out in accordance with the control measures and areas prescribed by Sections 74.41 and 74.45.
- B. In addition, if the appropriate abatement procedure is removal, and the tree(s) and/or hedge(s) are within the limits of a highway in a rural area within the city's jurisdiction, Minn. Stat. § 160.22 shall be complied with as necessary.

Sec. 74.39 Reporting discovery of shade tree pest

Any owner or occupier of land or any person engaged in tree trimming or removal who becomes aware of the existence of a public nuisance caused by a shade tree pest as defined under subdivision 3 shall report the same to the city.

Sec. 74.40 Registration of tree care firms

Any person, firm, or corporation that provides tree care, tree trimming, or removal of trees, limbs, branches, brush, or shrubs for hire must be registered with the Minnesota Commissioner of Agriculture under Minn. Stat. § 18G.07.

Sec. 74.41 Inspection and application of control measures

- A. The tree inspector is authorized to inspect premises and places within the city to determine whether shade tree pests exist thereon and to investigate all reported incidents of shade tree pests. The tree inspector is authorized to take all reasonable measures to prevent the maintenance of public nuisances and may enforce the provisions relating to abatement in this section. Diagnosis of shade tree pests may be by the presence of commonly recognized symptoms; by tests as may be recommended by the Commissioner of the Minnesota Department of Agriculture or the Commissioner of the Minnesota Department of Natural Resources; or other reliable means.
- B. Except in situations of imminent danger to human life and safety, the tree inspector shall not enter private property for the purpose of inspecting or preventing maintenance of public nuisances without the permission of the owner, resident, or other person in control of the property, unless the tree inspector has obtained a warrant or order from a court of competent jurisdiction authorizing the entry.
- C. No person, firm, or corporation shall interfere with the tree inspector or with anyone acting under the tree inspector’s authority while engaged in activities authorized by this section.

Sec. 74.42 Standard abatement procedure

Except as provided in Sections 74.43 and 74.45, whenever a tree inspector determines with reasonable certainty that a public nuisance, as described by this ordinance, is being maintained or exists on premises in the city, the tree inspector is authorized to abate a public nuisance according to the procedures in this section.

- A. The tree inspector will notify in writing the owner of record or occupant of the premises that a public nuisance exists and order that the nuisance be terminated or abated. The notice may be given in person or by mail. Failure of any party to receive the mail does not invalidate the service of the notice. A copy of the notice shall be filed with the city clerk.
- B. The notice of abatement shall state that unless the public nuisance is abated by the owner or occupant, it will be abated by the city at the expense of the owner or occupant. The notice shall specify the control measures to be taken to abate the nuisance, and provide a reasonable amount of time to abate the nuisance. The notice will also state that the owner or occupant has the right to appeal the determination that a public nuisance exists by submitting a request in writing to the city clerk within seven (7) days after service of the notice, or before the date by which abatement must be completed, whichever comes first.
- C. If no timely appeal is submitted, and the control measures prescribed in the notice of abatement are not complied with within the time provided by the notice or any additional time granted, the tree inspector or designated person shall have the authority to obtain permission or an administrative search warrant, enter the property, and carry out abatement in accordance with the notice of abatement.

Sec. 74.43 High-cost abatement

If the tree inspector determines that the cost of abating a nuisance will exceed \$5,000 based on a reasonable, good faith estimate, the written notice referred to in Section 74.42 must provide that if the nuisance is not abated within the reasonable amount of time provided, the matter will be referred to the City Council for a hearing. The date, time, and location of the hearing must be provided in the notice.

Sec. 74.44 Appeal procedure

If the city clerk receives a written request for a hearing on the question of whether a public nuisance exists, the City Council shall hold a hearing within seven (7) calendar days following receipt by the clerk of the written request. At least three (3) days notice of the hearing shall be given to the individual who made the written request for the hearing. The City Council may modify the abatement notice or extend the time by which abatement must be completed. Each owner, agent of the owner, occupant, and lien-holder of the subject property or properties in attendance, if any, shall be given the opportunity to present evidence at the hearing. After holding the hearing, the City Council may issue an order requiring abatement of the nuisance.

Sec. 74.45 Abatement procedure in event of imminent danger

- A. If the tree inspector determines that the danger of infestation to other shade trees is imminent, and delay in control measures may put public health, safety, or welfare in immediate danger, the tree inspector may provide for abatement without following Sections 74.42 and 74.43. The tree inspector must reasonably attempt to notify the owner or occupant of the affected property of the intended action and the right to appeal the abatement and any cost recovery at the next regularly scheduled City Council meeting.
- B. Nothing in this section shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.

Sec. 74.46 Recovery of cost of abatement; liability and assessment

- A. The owner of premises on which a nuisance has been abated by the city shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Clerk or other official shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the city clerk.
- B. After notice and hearing, as provided in Minn. Stat. § 429.061 (which may be amended from time to time), the City Clerk shall, on or before Sept. 1 next following abatement of the nuisance, list the total unpaid charges as well as other charges for current services to be assessed under Minn. Stat. § 429.101 against each separate lot or parcel to which the charges are attributable. The City Council may then certify the charges against the property to the county auditor for collection along with current taxes the following year or in annual installments as the city council may determine in each case.

Sec. 74.47 Penalty

- A. Any person, firm, or corporation that violates any provision of this section shall, upon conviction, be guilty of a misdemeanor. The penalty, which may be imposed for any crime that is a misdemeanor under this section, including Minnesota Statutes specifically adopted by reference, shall be a sentence of not more than 90 days, or a fine of not more than \$1,000, or both.
- B. Upon conviction of a misdemeanor, the costs of prosecution may be added. A separate offense shall be deemed committed upon each day during which a violation occurs or continues.
- C. The failure of any officer or employee of the city to perform any official duty imposed by this section shall not subject the officer or employee to the penalty imposed for a violation.
- D. In addition to any penalties provided for in this section, if any person, firm, or corporation fails to comply with any provision of this section, the City Council or any official designated by it may institute appropriate proceedings at law or at equity to restrain, correct, or abate the violation.

Sec. 74.48 Severability

Should any part or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part held to be invalid.

Article III. Declared Shade Tree Pests, Control Measures and Control Areas

Sec. 74.49 Oak Wilt

- A. **Oak wilt disease** is a shade tree pest and is defined as any living or dead tree, log, firewood, limb, branch, stump, or other portion of a tree from any species of the genus *Quercus* existing within the control area defined that has bark attached and that exceeds three (3) inches in diameter or ten (10) inches in circumference and contains to any degree any spore or reproductive structures of the fungus *Ceratocystis fagacearum*.
- B. **Control measures** that may be taken to abate oak wilt disease are:

- (1) Installation of a root graft barrier.

A root graft barrier can be ordered installed to prevent the underground spread of oak wilt disease. The city will mark the location of the root graft barrier. The barrier disrupts transmission of the fungus within the shared vascular systems of root grafted trees. The barrier is created by excavating or vibratory plowing a line at least forty-two (42) inches deep between any oak tree infected with oak wilt disease and each nearby and apparently healthy oak tree within fifty (50) feet of the infected tree.

- (2) Removal and disposal of trees.

- (a) On property zoned for residential and commercial use.

On property that is zoned residential and commercial the city may mark for removal trees that have the potential to produce spores of the fungus *Ceratocystis fagacearum*. After, and in no case before, the installation of the root graft barrier and no later than May 1 of the year following infection, all marked trees must be felled. The stump from such felled trees must not extend more than three inches above the ground or, if taller, must be completely debarked. If, however, after the city prescribes the location for a root graft barrier, the city determines that installation of the barrier is impossible because of the presence of pavement or obstructions such as a septic system or utility line, the city may mark for removal all oak trees whether living or dead, infected or not and located between an infected tree and the marked barrier location. These marked trees must be felled and disposed of no later than May 1 of the year following infection. The stump from such felled trees must not extend more than three inches above the ground or, if taller, must be completely debarked.

- (b) On all other property.

On all other property, the city may mark for removal all oak trees whether living or dead, infected or not and located between an infected tree and the marked barrier location. These marked trees must be felled and disposed of no later than May 1 of the year following infection. The stump from such felled trees must not extend more than three inches above the ground or, if taller, must be completely debarked. All wood more than three (3) inches in diameter or ten (10) inches in circumference from such felled trees must be disposed of by burying, debarking, chipping, or sawing into wan free lumber, or by splitting into firewood, stacking the firewood, and immediately covering the woodpile with unbroken four (4)-mill or thicker plastic sheeting that is sealed into the ground until Oct. 1 of the calendar year following the calendar year in which the tree was felled, or

by burning before May 1 of the year following infection. Wood chips from infected trees may be stockpiled or immediately used in the landscape.

- C. The **control area** for oak wilt disease is defined as:

All lands within the boundaries of the city

- D. **Exemption:** Those Portions of the City that are zoned Rural Residential or Shoreline Rural Residential by the City of Grand Rapids Zoning Ordinance are exempt from the application of this section of the code.

Sec. 74.50 Emerald Ash Borer

- A. **Emerald ash borer (EAB)** (*Agrilus planipennis* Fairmaire) is a shade tree pest and is defined as non-native invasive insect that attacks and kills ash trees. The adults are small, iridescent green beetles that live outside of trees during the summer months. The larvae are grub or worm-like and live underneath the bark of ash trees.

- C. **Control measures** that may be taken to abate emerald ash borer are:

- (1) Monitoring and detection

Effective control of EAB requires monitoring and early detection. Traps and Early Detector Programs are the first steps to managing EAB. The public is also encouraged to report any infestations to the Minnesota Department of Agriculture's "Arrest the Pest".

[<http://www.mda.state.mn.us/plants/pestmanagement/eab.aspx>]

- (2) Use of Quarantines

Quarantines are established to prevent the human-assisted spread of EAB into non-infested areas. It is designed to limit the movement of high-risk materials in to and out of infested areas such as trees, firewood, logs, residential and outdoor camping equipment, to limit the spread of EAB.

- (3) Insecticides

Insecticides used appropriately for an infestation, can help Ash Trees defend against EAB. There are many types and different applications for the various stages of EAB.

[Refer to these publications: http://www.extension.umn.edu/garden/insects/find/emerald-ash-borer/docs/ncbipm_eab_insecticide_bulletin_2nd_ed_may_2014.pdf]

- (4) Disposal

Due to the different stages of EAB's life, Best Management Practices for EAB's disposal of infested trees should be followed. This guideline is in the City's EAB Community Preparedness Plan. Trees that are infested need to be disposed of and cannot be moved outside of the quarantined area. Options for disposal (bark especially) would be grinding to a very small diameter, burning and burying.

[See Best Management Practices are outlined at this resource:
<http://www.mda.state.mn.us/plants/pestmanagement/eab/bmpsinfested.aspx>]

- C. The **control area** for emerald ash borer is defined as:

All lands within the boundaries of the city.

- D. **Exemption:** Those Portions of the City that are zoned Rural Residential or Shoreline Rural Residential by the City of Grand Rapids Zoning Ordinance are exempt from the application of this section of the code.

Sec. 74.51 Dutch Elm Disease

- A. **Dutch elm disease** is a shade tree pest and is defined as a disease of elm trees caused by the fungus *Ophiostoma ulmi* or *Ophiostoma novo-ulmi*, and includes any living or dead tree, log, firewood, limb, branch, stump, or other portion of a tree from any species of the genus *Ulmus* existing within the control area defined that has bark attached and that exceeds three (3) inches in diameter or ten (10) inches in circumference and could contain bark beetles or any spore or reproductive structures of the fungus *Ophiostoma ulmi* or *Ophiostoma novo-ulmi*.

- B. **Control measures** that may be taken to abate Dutch elm disease are:

- (1) Use of fungicide.

Fungicides may be effective in preventing Dutch elm disease when injected into living trees that do not already show symptoms of Dutch elm disease. Fungicide injections on private lands are optional and, if performed, are at the landowner's expense.

- (2) Removal and disposal of trees.

Prompt removal of diseased trees or branches reduces breeding sites for elm bark beetles and eliminates the source of Dutch elm disease fungus. Trees that wilt before July 15 must be removed within 20 days of detection [alternative: 30 days]. Trees that wilt after July 15 must be removed by April 1 of the following year. Diseased trees not promptly removed will be removed by the city at the landowner's expense. Wood may be retained for use as firewood or saw logs if it is debarked or covered from April 15 to Oct. 15 with four (4)-mill plastic. The edges of the cover must be buried or sealed to the ground.

[Refer to the USDA publication [How to Identify And Manage Dutch Elm Disease](http://www.na.fs.fed.us/spfo/pubs/howtos/ht_ded/ht_ded.htm) (www.na.fs.fed.us/spfo/pubs/howtos/ht_ded/ht_ded.htm) for further details on management recommendations.]

- C. The **control area** for Dutch elm disease is defined as:

All lands within the boundaries of the city.

- D. **Exemption:** Those Portions of the City that are zoned Rural Residential or Shoreline Rural Residential by the City of Grand Rapids Zoning Ordinance are exempt from the application of this section of the code.

Sec. 74.52 Gypsy Moth

- A. The **Gypsy Moth** is a shade tree pest and is defined as one of the most destructive non-native forest pests that established itself across the eastern United States. Life stages of the Gypsy Moth (*Lymantria dispar* (*Linnaeus*)), consists of egg, caterpillar (larva), pupa (cocoon) and both male and female adults. The most damaging life stage is the caterpillar stage, where they have been known to devour massive amounts of leaves on both trees and shrubs, causing defoliation and economic damage to forests. Repeat infestations of this pest can be severe and have the potential to weaken and even kill trees.

- B. **Control measures** that may be taken to abate Gypsy Moth ...

(1) Monitoring and detection

Setting and monitoring insect traps through the USDA Forest Service's "Slow the Spread Program" has assisted Minnesota counties with the discovery and then eradication of small isolated infestations since 1970. Since 2004 several counties in Minnesota have been added to the "Slow the Spread Program" due to high trap counts from the monitoring process. As of July 2014 two counties along the North Shore have been added to the quarantine.

(2) Use of quarantines

The goal in establishing quarantines is to prevent the human-assisted spread of the gypsy moth into non-infested areas. The quarantine is designed to limit the movement of high-risk materials such as trees, logs, residential and outdoor camping equipment. The female Gypsy Moth will lay an egg mass on anything and therefore "hitchhike" to a new destination, often transported unknowingly.

(3) Insecticides and synthetic pheromones

Gypsy Moths have virtually no natural enemies, therefore insecticides and synthetic pheromones can be used for eradication. One chemical control such as Btk (*Bacillus thuringiensis* var. *kurstaki*) is naturally occurring in the soil and is the product most widely used by government agencies.

A synthetic pheromone called Disparlure and/or Distrupt II is very effective at interrupting the Gypsy Moth's mating. Both of these applications are spread over an infested area and confuse the male Gypsy Moth by emitting pheromones for up to three months.

[Refer to these publications: <http://www.mda.state.mn.us/en/plants/pestmanagement/gmunit.aspx>, <http://www.dnr.state.mn.us/invasives/terrestrialanimals/gypsymoth/index.html>, http://files.dnr.state.mn.us/natural_resources/invasives/terrestrialanimals/gypsy_moth/gmquarantineproposal.pdf and <http://www.dnr.state.mn.us/invasives/terrestrialanimals/gypsymoth/management.html>

C. **Definition of control areas.** The control area for Gypsy Moth is defined as:

All lands within the boundaries of the city.

D. **Exemption:** Those Portions of the City that are zoned Rural Residential or Shoreline Rural Residential by the City of Grand Rapids Zoning Ordinance are exempt from the application of this section of the code.

CITY OF GRAND RAPIDS, MINNESOTA

ORDINANCE # _____

AN ORDINANCE AMENDING ORDINANCE #74, FOR CITY VEGETATION, DISEASED/HAZARDOUS TREES TO URBAN FORESTRY MANAGEMENT INCLUDING TREE PESTS AND CONTROL MEASURES FOR A DEFINED CONTROL AREA

The City Council of the City of Grand Rapids, Minnesota, does ordain the following:

(A) **Declaration and definition of a shade tree pest.**

(B) **Prescribed control measures.**

(C) **Definition of control areas.**

(C) **Effective date.** This ordinance shall be effective as of _____ [following 30 days publication of the Tree Pest Ordinance, Ordinance # _____].

This ordinance was introduced and moved for adoption by Councilmember _____. The motion for the adoption of the ordinance was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

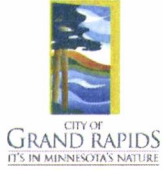
Whereupon said ordinance was declared duly passed and adopted by the City Council of the City of _____, on the _____ day of _____.

BY:

ATTEST:

Mayor

City Administrator [Clerk][Clerk-Treasurer]



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1000 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Adopt a resolution to allow the fire department to accept donations totaling \$30.00 to be used for public education

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Adopt a resolution to allow the fire department to accept donations totaling \$30.00 to be used for public education

Background Information:

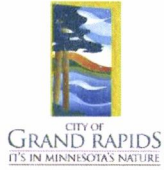
The Grand Rapids Fire Department has received donations in the following amount \$30.00 from Rita and Greg Craiglow. These funds will be used to offset cost for the annual fire department open house and public education

Staff Recommendation:

Please consider adopting a resolution to allow the fire department to accept donations totaling \$30.00 to be used for public education

Requested City Council Action

Please consider adopting a resolution to allow the fire department to accept donations totaling \$30.00 to be used for public education



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1007 **Version:** 1 **Name:**
Type: Minutes **Status:** Approved
File created: 12/4/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Acknowledge Board & Commission Minutes.
Sponsors:
Indexes:
Code sections:
Attachments: [October 15, 2014 PUC Meeting](#)
[November 5, 2014 Arts & Culture](#)

Date	Ver.	Action By	Action	Result
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Acknowledge Board & Commission Minutes.

A regular meeting of the Grand Rapids Public Utilities Commission was held on October 15, 2014 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Secretary Chandler, Commissioner Hodgson, Commissioner Zabinski, Commissioner Lenius.

Others Present: General Manager Ward, Finance Manager Betts, Electric Department Manager Goodell, Wastewater Treatment Department Manager Mattson, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson.

Motion by Zabinski to approve the minutes of the September 17, 2014 regular meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the September 2014 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Chandler to approve the City Treasurer's Report and Investment Activity Report for September 2014. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Public Forum: None present.

Commission Member Reports: No items.

Administration:

General Manager Ward reviewed the 2010-2014 Minnesota Power bill summary with the Commission. Commissioner Hodgson requested staff research and schedule a seminar for the Commission relating to wholesale power pricing/markets.

Accounting and Finance:

Finance Manager Betts reviewed the September 2014 Operations Report with the Commission.

Motion by Zabinski to authorize the write-off of uncollectible accounts in the amount of \$43.06, as presented. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Electric Department:

Electric Department Manager Goodell reviewed the September 2014 Operations Report with the Commission.

Wastewater Treatment Facility Operations:

Wastewater Treatment Department Manager Mattson reviewed the September 2014 Operations Report with the Commission.

Motion by Chandler to approve capital expenditures in the amount of \$27,000.00 to replace two industrial screen house valves. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection:

Water/Wastewater Collection/Safety Manager Doyle reviewed the September 2014 Operations Report with the Commission.

Motion by Hodgson to award a contract to Egan Company for the low quote of \$81,822 to relocate the Wastewater Treatment Facilities 500 kV back-up generator to the H.W. Richardson Water Treatment Facility. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month. There were no incidents reported in September. Flu shots were scheduled this week at the PW/PU Service Center.

GRPUC Discussion/Correspondence:

APPA Webinar-OSHA 1910.269 & Subpart V Revised Rule: Host-Contractor Provisions (Information Transfer) & Training Requirements, September 17, 2014, Grand Rapids, MN –Anthony Ward, Dennis Doyle.

MMUA Digger-Derrick Qualifications, Part III, September 17, 2014, Grand Rapids, MN – Roger McLean, Rodney Ruder, Joe Riley, Jim Schmitt, Jason Blanchard, Mike Bader, Doug Gustafson, Brett Dickie, Richard Fox, Dennis Doyle.

Baker Tilly Webinar-Minnesota Sales Tax Laws-What Has and Hasn't Changed, September 24, 2014, Linda George, Jean Key.

Change Orders: No items.

Claims for Payment:

Motion by Zabinski to approve Pay Request #2 from GE/Dresser, Inc. in the amount of \$96,676.00 for the Wastewater Treatment Facility Secondary Blower Project. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Zabinski to authorize the verified claims for payment in the amount of \$1,629,213.19 (\$1,262,041.09 computer checks and \$367,172.10 manual checks) per attached lists. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

The McFadden Group will be scheduled to discuss the natural gas distribution services in the City of Grand Rapids at a special joint meeting with the Commission and the City Council on November 24, 2014 at 12:00 Noon in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next regular Commission meeting was rescheduled to Monday, November 24, 2015 at 2:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

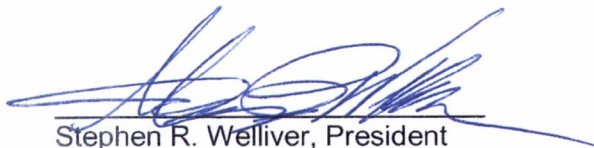
Motion by Zabinski to authorize the General Manager to approve the October accounts payable and issue payment in November, prior to the rescheduled meeting. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

By call of the chair, the meeting was declared adjourned at 5:05 PM.

Attest:



Gregory A. Chandler, Secretary



Stephen R. Welliver, President

**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
SEPTEMBER 2014**

NAME	AMOUNT	NAME	AMOUNT
AE2S	10,962.84	Lano, O'Toole, Bengston	459.00
Absolute Fire Protection Inc	250.00	Latvala Lumber Co	32.61
Acheson Tire	310.00	Lefty's Tent & Party Rental	455.01
Advantage Systems Group	740.04	Local- Boy	408.57
American Payment Centers	142.00	McMaster-Carr	88.37
American Public Power Assoc	116.60	Mangseth Painting	540.00
AmeriPride Services	98.42	Steve Mattson	60.48
Autumn Creek Consulting	1,159.40	Minnesota Dept of Health	150.00
Avenet LLC	700.00	Minnesota Municipal Utilities	10,464.25
B & B Transformer	403.53	Minnesota Office of Enterprise Te	36.00
Bergen Inc	7,198.00	Minnesota Power	839,214.51
Blackmon Electronics	2,100.09	Neo Solutions	22,402.90
Border States	1,192.06	Nextera	602.99
Boyer Trucks	375.94	North Central Laboratories	905.13
Burggrafs Ace Hardware	14.48	Northeast Technical Services	848.60
Busy Bees Quality Cleaning	1,966.00	Northern Business Products	715.56
Call Net	995.00	Northern Dewatering Inc	10,754.00
Carquest	166.58	Northern Drug Screening	18.00
Casper Construction	13,210.22	Northern Lights Land Surveying	135.00
Chemsearch	335.70	Oak Hill Senior Living	1,046.28
Citi Lights	6,689.00	Orty's Custom Meats LLC	750.00
City of Grand Rapids	5,782.59	Pace Analytical	750.59
Cogsdale	2,012.50	Personnel Dynamics	6,615.99
Cole Hardware	1,084.35	Pipeline Supply	233.02
Compass Minerals	2,410.07	Pitney Bowes	2,616.03
Cooper Power Systems	39,684.70	Polydyne Inc	44,500.60
Davis Oil	1,865.08	Public Utilities Commission	2,565.98
Door Service	2,250.00	Quality Flow Systems Inc	339.83
Dennis Doyle	134.40	R K Hillman	228.00
Energy Insight Inc	3,018.37	Radtke Trucking	16,222.60
Era Laboratories	400.00	Rapids Pest Control Inc	92.50
Evoqua	144.00	Rapids Printing	1,015.05
Express Employment Services	2,780.21	Rapids Process Equipment	150.00
Fastenal	5,430.85	Rapids Rental & Supply	17.50
Gopher State One-Call	448.25	Red Rock Radio Corp	192.00
Grand Itasca Clinic & Hospital	136.90	Joseph Riley	105.00
Green Again Lawn & Aeration	5,570.00	River Road Market	1,647.70
HD Waterworks Supply	4,891.65	Sandstroms	383.70
Hawkins Inc	10,677.04	Scooters Septic Service	800.00
Herc-U-Lift	254.40	Seelye- Eiler	314.00
Hotsy Minnesota.Com	81.90	SelectAccount	154.30
Bob Howendobler	2,100.00	Stuart Irby	22,617.52
Industrial Lubricant	87.30	Treasure Bay Printing	1,154.00
Itasca Community College	6,736.00	USA Bluebook	861.99
Itasca Computer Resources	6,489.79	US Bank	425.00
Itasca County Treasurer	2,087.61	Vessco Inc	3,574.66
Itasca Utilities Inc	38,112.25	Viking Electric Supply	489.02
Itron	620.09	Viriden Automation Inc	900.00
JDI Contracts Inc	187.50	WDIO TV	360.00
James Johnson	60.00	Waste Management	1,043.45
Johnson, Killen & Seiler	322.50	Wells Fargo Business Cards	1,420.35
KOZY	490.00	Wesco	9,235.07
L & M Supply	960.70	Works Computing	4,724.50
L & S Electric	40,922.08	WP & RS Mars	256.64

**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
SEPTEMBER 2014**

NAME	AMOUNT	NAME	AMOUNT
Xerox	211.90		
YMCA	8,217.01		
Zee Medical Service	29.35		
Energy Star Rebates:			
James Alstad	50.00		
Phylis Brown	80.00		
Total	<u>1,262,041.09</u>		

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
 ACCOUNTS PAYABLE CHECK REGISTER 9/30/2014
 WELLS FARGO BANK

Check Amount

CHECK NO CHECK DATE VEN NO VENDOR

MANUAL CHECKS

CHECK NO	CHECK DATE	VEN NO	VENDOR	Check Amount
2652	9/02/2014	1613	DELTA DENTAL OF MINNESOTA	3,598.00
2653	9/05/2014	700	MINNESOTA DEPT OF REVENUE	3,941.23
2654	9/05/2014	1232	WELLS FARGO BANK	23,206.31
2655	9/05/2014	1734	ING INSTITUTIONAL PLAN SERVICES LLC	7,139.03
2656	9/05/2014	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	12,581.97
2657	9/02/2014	1611	SELECTACCOUNT	473.76
2658	9/14/2014	1612	SELECTACCOUNT	2,569.22
2659	9/19/2014	700	MINNESOTA DEPT OF REVENUE	4,070.72
2660	9/19/2014	1232	WELLS FARGO BANK	23,955.95
2661	9/19/2014	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	12,868.31
2662	9/19/2014	1734	ING INSTITUTIONAL PLAN SERVICES LLC	7,200.70
2663	9/19/2014	890	MINNESOTA DEPARTMENT OF REVENUE	58,368.00
2664	9/22/2014	1734	ING INSTITUTIONAL PLAN SERVICES LLC	3,242.95
2665	9/05/2014	1611	SELECTACCOUNT	208.33
2666	9/24/2014	700	MINNESOTA DEPT OF REVENUE	132.63
2667	9/24/2014	1232	WELLS FARGO BANK	855.21
2668	9/30/2014	67	BLUE CROSS BLUE SHIELD	49,542.96
65641	9/02/2014	570	U S POST OFFICE	811.86
65642	9/03/2014		MILLER, DAVID B	75.49
65643	9/03/2014		MILLER, DAVID B	41.50
65644	9/03/2014	835	UNITED STATES POSTAL SERVICE	2,000.00
65645	9/04/2014		RADTKE, DANIELLE F	49.73
65648	9/04/2014	374	MINNESOTA POLLUTION CONTROL AGENCY	375.00
65649	9/04/2014	1585	STANDARD INSURANCE COMPANY	997.75
65650	9/04/2014	1835	VERIZON WIRELESS	240.25
65651	9/04/2014	921	UNITED PARCEL SERVICE	103.15
65652	9/08/2014		MAD YETI OUTDOORS LLC	63.41
65653	9/09/2014	570	U S POST OFFICE	700.68
65654	9/12/2014		BEST OIL COMPANY	3,674.66
65655	9/12/2014		LUXE SALON	150.93
65656	9/15/2014	490	RICHARDSON, LOUIS	564.27
65657	9/16/2014	603	WARD, ANTHONY T.	563.06
65658	9/18/2014	570	U S POST OFFICE	593.68
65782	9/22/2014	1171	MESERB	2,000.00
65783	9/22/2014	1218	CITY OF LAPRAIRIE	14,981.79
65784	9/23/2014	367	MINNESOTA DEPT OF HEALTH	5,042.00
65785	9/23/2014	2015	SCHMITT, JIM	128.00
65786	9/23/2014	921	UNITED PARCEL SERVICE	27.67
65787	9/25/2014		LOUGEE, DENNIS & PADMINI	130.16
65788	9/25/2014	570	U S POST OFFICE	786.28
65789	9/25/2014		GOTCHIE, TRACY	48.18
65790	9/26/2014		PETERSON, RICHARD & PAMELA S	57.37
65791	9/29/2014		WYLDE THYME TOO CATERING	79.31
65792	9/30/2014	100	CITY OF GRAND RAPIDS	72,333.33
65793	9/30/2014	100	CITY OF GRAND RAPIDS	46,001.09
2669	9/26/2014	1612	SELECTACCOUNT	2,596.22

Manual Checks to be approved 367,172.10
 Manual Checks approved 9/17/14 2,000.00
 Total 369,172.10

CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B– GRAND RAPIDS CITY HALL
REGULAR MEETING, WEDNESDAY, NOVEMBER 5, 2014 – 3:15 PM

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Wednesday, November 5, 2014, at 3:15 pm

CALL OF ROLL: On a Call of Roll, the following members were present: Kathy Dodge, Sonja Merrild, David Marty, Todd Driscoll, Lois Bendix, and Karen Walker

Commissioners absent: Carissa Grosland and Michael Davis

Staff Present: Rob Mattei and Michele Palkki

Visitor: Nathan Bergstedt

Added Under Old Business: Artist in Residence Discussion

**APPROVAL OF MINUTES – Regular Meeting, October 7, 2014
Special Meeting, October 27, 2014
Community Meeting, October 27, 2014**

Motion by Commissioner Marty, second by Commissioner Merrild to approve the minutes of the Regular Meeting, October 7, Special Meeting, October 27 and the Community Meeting October 27. Motion passed by unanimous vote.

OLD BUSINESS

Arts and Culture Discussion

Commissioner Dodge handed out the compiled priority list of 13 initial action items for the Commission to complete. This was the first recommendations from the consultants.

Artist in Residence

Grand Rapids Arts has recommended the acceptance of the application that was submitted by Nathan Bergstedt, John and Stephanie Schroeder, known as the Uncommon Loons, for the time period of November 15, 2014 until February 15, 2015. Nathan along with John and Stephanie will be developing life size puppets, doing pre-development planning and visual arts for the Summer Event to take place in July (in place of Showboat). They will also have some pre-rehearsals going on at that time as well. People will be able to see how and what things are done, behind the scenes, to develop a play/show and etc.

Motion by Commissioner Driscoll, second by Commissioner Merrild to accept the application from Nathan Bergstedt, John and Stephanie Schroeder as the Artist in Residence for the time period of November 2014 until February, 2015. Motion passed by unanimous vote.

NEW BUSINESS

Presentation by Rob Mattei

Community Development Director, Rob Mattei gave a power point presentation regarding the downtown comprehensive plan for the City of Grand Rapids. Mr. Mattei reported that the comprehensive plan is used to formulate decisions, and desired future developments. Goals and objectives were reviewed along with noting which buildings and properties which are currently unoccupied at this time.

The Economic Development Authority (EDA) is currently doing a feasibility study with North Rock Development to look into the grounds and building at Central School to determine how to make the building more efficient and the potential of more businesses at this location.

Mr. Mattei reported that once the Arts and Culture Plan is adopted by the Commission and then approved by the City Council they will recommend that the plan be included with the Comprehensive Plan.

The Commission thanked Mr. Mattei for coming to the meeting and explaining the City's Comprehensive Plan and the downtown development and City Comprehensive Plan.

Survey Winner

It was announced that Mary Jo Jess was the winner of the basket of donations.

There being no further business, the meeting adjourned at 4:45 pm

Respectfully submitted by Michele Palkki

Reminder, the next regular meeting of the Grand Rapids Arts Commission will be held on Tuesday, December 2, 2014 beginning at 3:15 pm at the Grand Rapids City Hall, Conference Room 2B

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CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0990 **Version:** 1 **Name:** IT Department Head Report
Type: Agenda Item **Status:** Department Head Report
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Information Technology - Erik Scott

Sponsors:

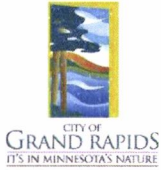
Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Information Technology - Erik Scott



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1006 **Version:** 1 **Name:** Bradley Agreement
Type: Agenda Item **Status:** Administration Department
File created: 12/4/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: A Settlement and Release Agreement Between the City and LELS and Brent Bradley
Sponsors:
Indexes:
Code sections:
Attachments: [12-8-14 Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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A Settlement and Release Agreement Between the City and LELS and Brent Bradley

Background Information:

Attached is a Settlement and Release Agreement Between the City and LELS and Brent Bradley.

Staff Recommendation:

City staff is recommending approval of the agreement.

Requested City Council Action

Consider approval of the agreement.

**SETTLEMENT AND RELEASE AGREEMENT
BETWEEN
CITY OF GRAND RAPIDS,
LAW ENFORCEMENT LABOR SERVICES, INC. AND
BRENT BRADLEY**

This Settlement and Release Agreement (hereinafter "Agreement") is made and entered into by and between the City of Grand Rapids, Minnesota (hereinafter "City"), a municipal corporation; Law Enforcement Labor Services, Inc. (hereinafter "Union"); and Brent Bradley.

Recitals

WHEREAS, Brent Bradley has been employed with the City as a law enforcement officer since July 1, 1987;

WHEREAS, Brent Bradley was promoted from Police Officer to Patrol Sergeant in 2005;

WHEREAS, Brent Bradley was disciplined as follows:

- Written reprimand on February 25, 2014 (hereinafter "Written Reprimand");
- Five-day suspension without pay on February 25, 2014;
- Fifteen-day suspension without pay on February 25, 2014 (hereinafter "15-day Suspension without Pay");
- Five-day suspension without pay on March 26, 2014 (hereinafter "5-day Suspension without Pay"); and
- Demotion to Police Officer on April 18, 2014 (hereinafter "Demotion"), along with a performance improvement plan (hereinafter "PIP");

WHEREAS, the City asserts that Brent Bradley did not adequately investigate cases involving alleged domestic assaults and failed to meet the performance and conduct standards expected of City law enforcement officers as described in the above-discipline;

WHEREAS, Union is the exclusive representative for certain employees employed by City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, Brent Bradley was a Bargaining Unit employee through April 18, 2014 – the date of his demotion;

WHEREAS, City and Union are parties to a collective bargaining agreement (hereinafter "CBA");

WHEREAS, Brent Bradley and Union pursued grievances under the CBA related to the above-discipline in addition to a grievance related to overtime initiated by letter to the City, dated January 2, 2014 (hereinafter "Grievances");

WHEREAS, Brent Bradley has performed satisfactorily and met expectations in his PIP since being demoted to Police Officer on April 18, 2014, and, as a result, the City reviewed the above-discipline;

WHEREAS, Brent Bradley has been coached regarding the expectations of the City related to investigating domestic assault cases. As a result of this coaching, the City is confident that Brent Bradley understands these expectations and the role a sergeant plays in the oversight of these investigations; and

WHEREAS, City, Union and Brent Bradley mutually desire to resolve the Grievances and avoid the associated time, effort, expense and risk of such proceedings in accordance with the terms and conditions set forth below in this Agreement.

Agreement

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

Article 1. Payments

Section 1.1. Consideration

In consideration for Brent Bradley and Union's waivers and releases described in Articles 2 and 3 of this Agreement, City agrees to the following:

- A. Brent Bradley will be paid a lump sum payment of an amount equal to the sum of the following: (i) the difference between the wages he would have been paid as a Patrol Sergeant and the wages he was paid as a Police Officer from April 18, 2014 through the effective date of this Agreement; (ii) the base straight time wages for the 20 collective work days in which he was suspended without pay for the 15-day Suspension without Pay and 5-day Suspension without Pay and (iii) \$856.05 as reimbursement for the two months of life insurance and health insurance benefit premiums he paid. The City will pay Brent Bradley this amount by payroll on the first payroll that is at least 5 calendar days after the effective date of this Agreement and subject to any appropriate deductions and withholdings, including a deduction equal to the employee contribution amount to group insurance benefits specified in Article 14 of the CBA for the two months of group insurance benefits premiums the City is reimbursing him for as specified in the previous sentence. City makes no representations to Brent Bradley as to the proper tax treatment of this payment to him.

- B. Brent Bradley will be deemed as employed by the City as Patrol Sergeant from April 18, 2014 through the effective date of this Agreement for the sole purposes of calculating length of service, anniversary dates, seniority or the like.
- C. Brent Bradley will be reinstated to a Patrol Sergeant, effective the effective date of this Agreement.
- D. The Written Reprimand, 15-day Suspension without Pay, 5-day Suspension without Pay, Demotion and PIP will be removed from his personnel file.

Section 1.2. No Other Compensation or Benefits

The compensation and benefits described in this Article are the full and final compensation and benefits for any and all claims arising out of the Grievances and the acts and occurrences underlying them. City will not provide Brent Bradley any compensation or benefits other than those provided in this Article or as otherwise required by law.

Article 2. Brent Bradley's Waiver and Release

Section 2.1. Brent Bradley knowingly and voluntarily waives his right to pursue and releases City and its affiliated bodies, officers, officials, employees, agents or other constituents from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that he has asserted or may assert, directly arising out of or resulting from acts or occurrences that occur on or before the effective date of this Agreement related to the Grievances and the acts or occurrences underlying them, including, but not limited to, those grievances, claims, demands, actions, hearings, liability, damages or rights arising under City's charter, ordinances or personnel policies, Veterans Preference Act, Minnesota Human Rights Act, Title VII of the Civil Rights Act, Family and Medical Leave Act ("FMLA"), Americans with Disabilities Act, Rehabilitation Act of 1973, Public Employment Labor Relations Act, Minnesota Occupational Health and Safety Act, Minnesota Whistleblower Act, Age Discrimination in Employment Act ("ADEA"), the Minnesota and federal Fair Labor Standards Acts ("FLSA"); Minnesota Government Data Practices Act, Minnesota Open Meeting Law and common law.

Section 2.2. The waiver and release in Section 2.1 of this article does not apply to the following: (1) rights under the FMLA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (2) payment of unpaid overtime, unpaid minimum wage, and liquidated damages under the federal FLSA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (3) rights to file a charge or participate in an investigation or

proceeding conducted by the Equal Employment Opportunity Commission (EEOC), but this does not exclude the waiver or release of the right to recover Brent Bradley' relief including, but not limited to, back pay, front pay, reinstatement, attorneys' fees, and/or punitive damages, in any administrative or legal action whether brought by the EEOC or other civil rights enforcement agency, Brent Bradley, or any other party; (4) rights to unemployment benefits or any other rights under the Minnesota Unemployment Insurance Law; (5) statutory rights, if any, to indemnification from City for claims brought against Brent Bradley in his capacity as an employee or agent of City; (6) right under the Uniformed Services Employment and Reemployment Rights Act; (7) rights under the Consolidated Omnibus Reconciliation Act of 1985, as amended; (8) right to challenge the knowing and voluntary nature of this release under the ADEA; (9) right to assert claims that are based on events occurring after this Agreement becomes effective; and (10) any other right that cannot be released by law.

Article 3. Union Withdrawal, Waiver and Release

Section 3.1. The Grievances are withdrawn with prejudice.

Section 3.2. Union knowingly and voluntarily waives its right to pursue and releases City from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that it has asserted or may assert, directly arising out of or resulting from acts or occurrences that occur on or before the effective date of this Agreement related to the Grievances and the acts or occurrences underlying them.

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

Brent Bradley will not release, discuss, or comment on the following data: (1) not public, nonpersonnel City data; or (2) private data that identifies other City employees. Brent Bradley will not make any disparaging or defamatory statements concerning any aspect of his employment relationship with City to the extent such statements are not protected speech. City will not make any disparaging or defamatory statements concerning any aspect of its employment relationship with Brent Bradley. This Article does not apply to any data disclosed by the City to a party requesting or compelling disclosure of such data if required by law.

Article 5. Consideration and Rescission

Section 5.1. Brent Bradley has 21 days from the date he receives this Agreement in which to consider this Agreement pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34. He is deemed to have received this Agreement on October 10, 2014.

Section 5.2. Brent Bradley has the right to rescind the release of the claims set forth in Article 2 of this Agreement with regard to claims arising under the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41, within 15 calendar days of execution of this Agreement, and with regard to his rights arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34, within 7 calendar days of execution of this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must:

- A. Be in writing;
- B. Be delivered to Tom Pagel, City Administrator, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and
- C. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to Mr. Pagel, as set forth above, and sent by certified mail, return receipt requested.

If Brent Bradley rescinds this Agreement in accordance with this article, he will not receive the payments set forth in Section 1.1 of this Agreement and must repay any payment he received to the City.

Article 6. Entire Agreement

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

Article 7. Amendment, Modification, or Termination

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

Article 8. Governing Law and Severability

Section 8.1. This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

Section 8.2. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by

any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Article 9. No Precedent or Practice

This Agreement is solely for the purposes of resolving the matters described in this Agreement. The terms of this Agreement do not have any precedential value beyond this Agreement nor establish any practice.

Article 10. No Admission of Liability or Wrongdoing

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

Article 11. Attorney's Fees, Costs, and Disbursements

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

Article 12. Binding Effect and No Assignment

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

Article 13. Counterparts

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

Article 14. Representations of Parties

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

Article 15. Headings

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

Article 16. Remedies

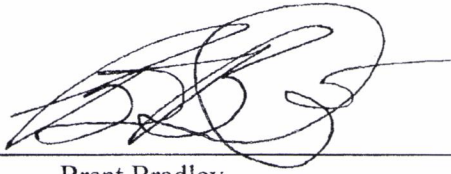
In the event that Brent Bradley breaches his obligations under this Agreement or City learns that his representations and warranties contained in this Agreement are false, City shall have the right to bring a legal action for appropriate equitable relief, damages, and reasonable attorneys' fees, suspend payment of the compensation set forth in Section 1.1 of this Agreement and to recover, in addition to any equitable relief and damages allowed by law, payments Brent Bradley has received under this Agreement.

Article 17. Voluntary and Knowing Action

Brent Bradley acknowledges that: (1) he has read and understands the contents of this Agreement; (2) he has been given a fair opportunity to discuss and negotiate the terms of this Agreement; (3) he is advised to consult an attorney before signing this Agreement; (4) he agrees with the Agreement's provisions and is voluntarily and without duress entering into this Agreement; and (5) he has been given at least 21 days to consider this Agreement. If Brent Bradley signs the Agreement before the expiration of the 21-day period, it is because he has decided voluntarily that he does not need any additional time to decide whether to sign the Agreement.

Article 18. Execution and Effective Date

This Agreement is executed on the latest date affixed to the signatures on the next page. This Agreement is effective only if Brent Bradley has not delivered a rescission of this Agreement within the 15-day period provided in Section 5.2 of this Agreement in which case it will be effective on the calendar day after the expiration of the 15-day period.



Brent Bradley

Dated: 11/24/14

Accepted on behalf of Law Enforcement Labor Services, Inc.

By: 
Its Business Agent

Dated: 11/24/2014

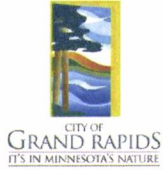
Accepted on behalf of the City of Grand Rapids

By: _____
Its Mayor

Dated: _____

By: _____
Its City Administrator

Dated: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1008 **Version:** 1 **Name:** Library Board Applicants
Type: Agenda Item **Status:** Administration Department
File created: 12/4/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Appointments to Library Board.
Sponsors:
Indexes:
Code sections:
Attachments: [Charles Burress](#)
[Dennis Jerome](#)
[Randy McCarty](#)
[Susan Zeige](#)

Date	Ver.	Action By	Action	Result
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Appointments to Library Board.

Background Information:

As of December 31, 2014, terms for Mr. Dennis Jerome, David Yankowiak and John Soll will expire, providing vacancies consisting of two resident positions and one non-resident. Staff have advertised the upcoming vacancies and received applications from the following.

Dennis Jerome (resident/request for reappointment)
Charles Burress (resident)
Sue Zeige (resident)
Randy McCarty (non-resident)

Councilor Sanderson has conducted interviews with the applicants and will bring her recommendations for appointment to the Council meeting.

Staff Recommendation:

Make appointments to Library Board.

Requested City Council Action

Appoint three individuals to fill Library Board positions, two resident & one non-resident, terms to expire December 31, 2017.



RECEIVED

NOV 04 2014

CITY OF GRAND RAPIDS
www.cityofgrandrapidsmn.com

420 N. Pokegama Ave
Grand Rapids, MN 55744
(218)326-7600
(218)326-7608 Fax

Application for City Boards and Commissions

Please use the Supplemental Notes Page to add additional pertinent information that will not fit in the boxes provided.

As an applicant for a City Board or Commission, your name, address and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

Full name: <i>Charles Bunn</i>	Date: <i>11/3/14</i>
Address: <i>115 NW 7th St. GR.</i>	Phone #: <i>218-244-4685</i>
Email Address:	
Board or Commission being applied for: <i>LIBRARY BOARD</i>	
Occupation (if retired, please indicate former occupation/profession): <i>Sales Dept</i>	
Education:	
Professional and/or community activities: <i>PLANNING COMMISSION</i>	
Brief statement on qualifications:	

Please return this form to:

City Administration Office
420 N Pokegama Ave.
Grand Rapids, MN 55744

Charles Bunn
Signature of applicant

RECEIVED

FEB 1 2009
CITY OF GRAND RAPIDS
ADMINISTRATION

CITY OF GRAND RAPIDS
APPLICATION FOR CITY BOARDS AND COMMISSIONS

NOTE: As an applicant for a City Board or Commission, your name, address, and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

(Please type or print clearly.)

Name: Dennis L. Jerome Date: 16 Feb 09

Address: 2016 Knollwood Dr. Phone: 999-5741
GR 55744

I am interested in serving on the following Board or Commission for the City of Grand Rapids.

Grand Rapids Area Library Board

Occupation: retired educator/librarian
(If retired, please indicate former occupation/profession)

Education: Albert Lea High School 1966
Winona State University 1973
St. Cloud State University Grad School

Professional and/or community activities: On air volunteer at
KAXE, KAXE BOD, Kotasca Thrivent
Chapter BOD, GRAH Foundation

Please include a brief statement on qualifications: 27 years of
library experience, life long library
patron and supporter, belief in
our library as an essential part of

Please return this form to:

City Administration Office
420 North Pokegama Avenue
Grand Rapids, MN 55744

our community

Dennis L. Jerome
Signature of Applicant

*President
Appointed 2/23/09
Term expires
12/31/11*



APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:
 City Administration Office
 420 N. Pokegama Avenue
 Grand Rapids, MN 55744
 218-326-7600

Personal Information:

Name: <i>Randy Mcarty</i>	Date: <i>10/27/14</i>
Address: <i>34385 Hogman Road, Coonset MN 55744</i>	Day Phone: <i>(218) 326-4268</i>
Employer: <i>CIS Technology Solutions</i>	Evening Phone: <i>(218) 326-4268</i>
Occupation:	E-Mail: <i>rmcarty@cpst5.com</i>

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

- | | |
|---|--|
| <input type="checkbox"/> Golf Course Board
<input checked="" type="checkbox"/> Library Board
<input type="checkbox"/> Central School Advisory Board
<input type="checkbox"/> Housing & Redevelopment Authority
<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Airport Advisory Board
<input type="checkbox"/> Board of Appeal & Equalization | <input type="checkbox"/> Police Civil Service Commission
<input type="checkbox"/> Economic Development Authority
<input type="checkbox"/> Public Utilities Commission
<input type="checkbox"/> Civic Center/Park & Rec. Board
<input type="checkbox"/> Human Rights Commission
<input checked="" type="checkbox"/> Arts & Cultural Commission |
|---|--|

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?)

I've served 6 years on the Library Program Committee. My wife and I are on the Library Foundation (Kathy is President). The Library Board is a perfect adjunct to the Library Foundation.

How did you become interested in serving on a Board or Commission?

The Library is the crown jewel of Grand Rapids - I would consider it a great honor to serve on the Library Board.

(over)

Date Authorization:

If appointed, I, Andy McCarty, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # (248) 326-4268 Home email amccarty@cpsts.com

Work address Thru 1 MN (I'll be coming to) Work Phone# (248) 326-4268

Work email amccarty@cpsts.com Cell Phone # 252-1336
252-8534

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

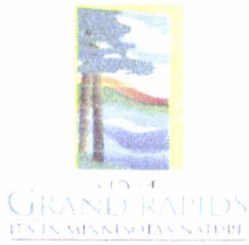
This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

10-27-14
Date

[Signature]
Signature



420 N. Pokegama Ave
Grand Rapids, MN 55744
(218)326-7600
(218)326-7608 Fax

www.cityofgrandrapidsmn.com

Application for City Boards and Commissions

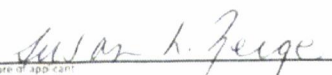
Please use the Supplemental Notes Page to add additional pertinent information that will not fit in the boxes provided.

As an applicant for a City Board or Commission, your name, address and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

Full name: Susan Lynne Zeige	Date: 11/17/14
Address: 307 NE Tenth Street Circle Grand Rapids, Minn.	Phone #: 301-0167
Email Address: suebillz@msn.com	
Board or Commission being applied for: Library Board	
Occupation (if retired, please indicate former occupation/profession): Teacher (retired) and current member of the District #318 School Board	
Education: BA degree in education from Concordia University, River Forest, Illinois	
Professional and/or community activities: Former member of Grand Rapids City Council from 2000-2007, including being mayor from 2002-2007 Substitute teacher 2000-2014 Grant writer for ElderCircle 2000-2003 Former board member for Bridges Mentoring RSVP volunteer	
Brief statement on qualifications: I have always been an avid reader, and so appreciate the services that our library has to offer. I see a library as a way to enable all citizens to have availability to the different services that a library has to offer--services that they may not have at home. A library is a great "equalizer" in a community. I served on this board for a few years before I was on the City Council, and thoroughly enjoyed it.	

Please return this form to:

City Administration Office
420 N Pokegama Ave.
Grand Rapids, MN 55744


Signature of applicant

Supplemental Notes Page

As an RSVP volunteer I have volunteered over the years at the library--shelving books, working for the annual book sale in August, pulling dated books, or cleaning shelves and alphabetizing books. I have some limited ability recently due to arthritis in standing for a long period of time, but have told the volunteer coordinator that if there is any way that I can volunteer, I would be more than happy to do so.

As a member of the City Council, I was always a strong supporter for the library and all of the services that it offers. I know that our family benefitted by making weekly visits to the library for books to bring home to share together. Not all families are able to do this, and I would look forward to ways in which we can create more opportunities for our citizens to not only enjoy reading, but also to utilize all of the other services as well.

It would be an honor for me to contribute to this committee and to help make a difference in a community that I have loved for over 40 years.



CITY OF GRAND RAPIDS

Legislative Master

File Number: 14-1011

File ID: 14-1011	Type: Agenda Item	Status: Public Works
Version: 1	Reference:	In Control: City Council
		File Created: 12/05/2014

File Name: Purchase of Zamboni Trailer

Final Action:

Title: Consider approving the Public Works Department's purchase of a new trailer to haul the outdoor zamboni.

Notes:

Sponsors:

Enactment Date:

Attachments: 2014 12-8 Zamboni Trailer

Enactment Number:

Contact:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 14-1011

Consider approving the Public Works Department's purchase of a new trailer to haul the outdoor zamboni.

Background Information:

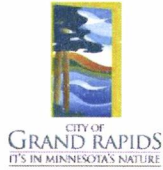
In July 1990, the City Council authorized the purchase of a specialized trailer, capable of hauling the outdoor Zamboni from rink to rink. The purchase price was \$7,420.00. In 2008/09 the PW Fleet Division stabilized the cracked frame and made repairs to the axle and fenders. The cost for the repairs was \$4,511.00. The trailer is unusable due to its current frame condition. Two quotes were received with the low quote being from Trailer City, in Grantsburg, WI, for the amount of \$4,000.00.

Staff Recommendation:

Jeff Davies, Public Works Director recommends purchasing the new trailer.

Requested City Council Action

Approve the Public Works Department's purchase of a new trailer from Trailer City for the amount of \$4,000.00.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1001 **Version:** 1 **Name:** Liquor License Application
Type: Public Hearing **Status:** Public Hearing
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Conduct a public hearing to receive public input granting an Off-Sale, an On-Sale and Sunday Liquor License to Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.
Sponsors:
Indexes:
Code sections:
Attachments: [Dutch Room Inc Liquor Application](#)

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to receive public input granting an Off-Sale, an On-Sale and Sunday Liquor License to Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.

Background Information:

Brandi Miskovich, Dutch Room Inc., has submitted an application for a new Off-sale, an On-sale Liquor License with Sunday service. Completed applications, insurance, fees and satisfactory background checks have been received. Madden's Dutch Room, owned by Dennis & Anita Madden, will be licensed through December 31, 2014. If approved, Dutch Room Inc., will begin operation as of 12:01 AM, January 1, 2015.

Staff Recommendation:

Conduct a public hearing.

Requested City Council Action

Conduct a public hearing to receive public input granting an Off-Sale, an On-Sale and Sunday Liquor License to Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Itasca License Period From: 1-1-15 To: 12-31-15
 Circle One: New License License Transfer Suspension Revocation Cancel
(former licensee name) (City/County)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale
 Fee(s): On Sale License fee: \$ 2,500 Sunday License fee: \$ 200.00 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ 150

Licensee Name: Dutch Boom Inc / Branch Miskovich DOB [REDACTED] Social Security # [REDACTED]
(corporation, partnership, LLC, or Individual)

Business Trade Name | Business Address 702 NW 4th Street City Grand Rapids

Zip Code 55744 County Itasca Business Phone 218-326-1774 Home Phone 218-259-8749

Home Address 1150 Prairie River Trl City Grand Rapids Licensee's MN Tax ID # _____
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # _____
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<u>Brandi Lee Miskovich</u> Partner Officer Name (First Middle Last)	[REDACTED] DOB	[REDACTED] Social Security #	<u>1150 Prairie River Trl Grand Rapids</u> Home Address
<u>Gabriel Joseph Miskovich</u> (Partner Officer Name (First Middle Last))	[REDACTED] DOB	[REDACTED] Social Security #	<u>1150 Prairie River Trl Grand Rapids MN</u> Home Address
Partner Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _____ Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.
 City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 441 Cedar St., Suite 222, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company Name _____ Policy # _____

Licensee's MN Sales and Use Tax ID # _____ *To apply for a MN sales and use tax ID - call (651) 296-6181*

Licensee's Federal Tax ID # _____

If a corporation, an officer shall execute this application. If a partnership, a partner shall execute this application.

Licensee Name (Individual, Corporation, Partnership, LLC)	Social Security #	Trade Name or DBA	
Brandi Miskovich	[REDACTED]	Dutch Room Inc.	
License Location (Street Address & Block No.)	License Period	Applicant's Home Phone #	
702 NW 4th St & block 38	From 1-1-2015 to 12-31-2015	263-2591-8149	
City	County	State	Zip Code
Grand Rapids	Itasca	MIN	55744
Name of Store Manager	Business Phone Number	DOB (Individual Applicant)	
Brandi Miskovich/Gabe Miskovich	263-320-1774		

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Gabriel Miskovich	[REDACTED]	[REDACTED]		1/3	1156 Paine River rd Grand Rapids MN 55744
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 11-4-2014, state incorporated in Minnesota, amount paid in capital _____. If a subsidiary of any other corporation, so state _____ and give purpose of corporation _____. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? Yes No
- Describe premises to which license applies, such as (first floor, second floor, basement, etc.) or if entire building, so state First Floor
- Is establishment located near any state university, state hospital, training school, reformatory or prison? Yes No If yes state approximate distance _____
- Name and address of building owner: _____
- Has owner of building any connection, directly or indirectly, with applicant? Yes No
Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? Yes No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details no
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota? Yes No If yes, give name and address of establishment _____

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? Yes No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises Yes No Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License Yes No Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. _____
12. State Number of Employees 15
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? NO
14. If this license is being issued by a County Board, is it located in an organized township? **If so, attach township approval.**

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority, if so, give dates and details no
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances, if so, give dates and details no
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? Yes No If yes, give dates, charges and final outcome
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802 Yes No If yes, attach a copy of the summons

This licensee must have one of the following **(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)**

Check one

- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person, \$10,000 property destruction, \$50,000 and \$100,000 for loss of means of support
- or
- B. A surety bond from a surety company with minimum coverage as specified in A
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title	Signature of Applicant	Date
<u>Brandt Mishovich - President</u>	<u>Brandt Mishovich</u>	<u>Nov 18, 2014</u>

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows

Police/Sheriff's Department _____ Title _____ Signature _____

PS 9136-(2009)

County Attorney's Signature _____

IMPORTANT NOTICE

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau
For information call (513) 684-2979 or 1-800-937-8864



APPLICATION FOR ON SALE INTOXICATING LIQUOR LICENSE

Whoever shall knowingly and willfully falsify the answers to the following questions shall be deemed guilty of perjury and shall be punished accordingly.

In answering the following questions, "APPLICANTS" shall be governed as follows: For a corporation one officer shall execute this application for all officers, directors and stockholders. For a partnership, one of the "APPLICANTS" shall execute this application for all members of the partnership.

EVERY QUESTION MUST BE ANSWERED.

Business phone number: 218-326-1774

Applicants' home phone number: 218-999-5613 218-259-8749

1. I, Brandi Miskovich, as individual owner, officer or partner of Dutch Room Inc located at 702 NW 4th St Grand Rapids MN hereby apply for an On-Sale intoxicating liquor license according with the provisions of Minnesota Statutes, Chapter 340, commencing Jan 1st, 2015, and ending December 31, 2016.

2. Applicant's date of birth: [REDACTED] (M/D/Y)

Partners: _____ DOB: /
_____ DOB: /

Or

Officers of Corp.: Gabriel Miskovich DOB: [REDACTED]
_____ DOB: /

3. The residence for each of the applicants named herein for the past five years is as follows:

1186 Prairie River trail Grand Rapids MN 55744 - Brandi

1186 Prairie River trail Grand Rapids MN 55744 - Gabriel

4. Is the applicant a citizen of the United States? Yes X No _____

5. If a partnership, state name and address of each member of partnership.

6. What occupations have applicant and associates followed for the past five years?

Brandi - self employed Live Saton also Maddens Dutchroom
Gabe - Manger Thruater Ally XL also know as Midway Bowl

7. Give full name and address of spouse of each partner, shareholder or officer.

Brandi + Gabe Miskovich

If a corporation, date of incorporation: 11-4-2014

State in which incorporated: MN

Amount of authorized capitalization: NA

Amount of paid in capital: _____

If a subsidiary of any other corporation, so state: _____

Give purpose of corporation: to maximise value

Name and address of all officers, directors and stockholders and the number of shares held by each:

Brandi and Gabriel Miskovich - 1 share

If incorporated under the laws of another state, is corporation authorized to do business in this state?

____ Yes ____ No. Number of certificate of authority: NA

New corporations must include a certified copy of Articles of Incorporation and By-Laws. If this is for a RENEWAL of license, state any changes made in the Articles of Incorporation and By-Laws since the last issue of license and include copy.

8. How is the location of the building classified? (zoning) Gen business

9. Is establishment located near a school, state college, university? NO

10. State whether applicant, or any of his associates in this application, or manager, have ever had an application for liquor license rejected by any municipality or state authority; if so, give date and details. NA

11. Has the applicant, or any of his associates in this application, or manager, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances? N/A If yes, give date, details.

12. State whether applicant, or any of his associates in this application, or manager, during the past five years were ever convicted of any liquor law violations or any crime in this state, or any other state, or under Federal Laws, and if so, give date and details.

no

13. Was any applicant, partner, shareholder, officer, manager or spouse ever convicted of any felony, crime, or violation of any ordinance, other than traffic? no If answer is yes, applicant and spouse must give time: _____; place _____; if so, in what capacity? _____.

14. Is applicant, or any of his associates in this application, or manager, a member of the governing body of the municipality in which this license is to be issued? NO If so, in what capacity? _____ If applicant for license is the spouse of a member of the governing body, or where other family relationship exists, such member shall not vote on this application.

15. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota? no If yes, give name and address of such establishment.

16. Furnish the name and address of at least three business references, including one bank reference:

Woodland Bank - 55 East Hwy 2 Coonasset MN 55721

17. Have all real estate and personal taxes for the premises to be licensed been paid? yes If no, explain: _____

18. Please attach or enclose:

- a) Exact legal description of the premises to be licensed with a plot plan showing dimensions, location of buildings, street access, parking facilities.
- b) A floor plan of the dining area, which shall be open to the public, indicating the dimensions and the number of persons that can be served.
- c) A statement or estimate of the amount of investment that the applicant has in the business, building, premises, fixtures, furniture, stock in trade; the nature of such interest, amount thereof, and terms for payment or other reimbursement.
- d) The names and addresses of all persons, other than the applicant, who have had any financial interest in the business, buildings, premises, fixtures, furniture, stock in trade; the nature of such interest, amount thereof, and terms for payment or other reimbursement.
- e) Required investigation fee.

- f) Copy of articles of Incorporation (or of association), By-Law, Partnership Agreement, Certificate of Authority Foreign corporation.
- g) Completed "Criteria Form", explaining why the license applied for would be in furtherance of the public health, safety and welfare of the Grand Rapids community (Attached with this form).
- h) State of Minnesota on-sale liquor license application form.

19. If this application is for a transfer of an On-Sale License, give name of former licensee and state whether any consideration, money or property has been paid, or licensee and state whether any consideration, money or property has been paid, or will be paid, given or exchange by anyone, and by whom and to whom for the purchase or transfer of the license; also state the amount of consideration.

I hereby verify the above statement Brando Mishkovich

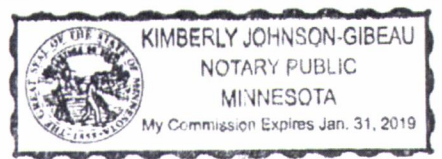
20. Applicant, and his associates in this application, will strictly comply with all the Laws of the State of Minnesota governing the taxation and the sale of intoxicating liquor; rules and regulations promulgated by the Liquor Control Director; and all ordinances of the municipality; and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge.

Applicant signature: Brando Mishkovich

Subscribed and sworn to before me this 18 day of November, 2014.

Kimberly Johnson-Gibeau
Notary Public

Notary Seal



CRITERIA

The following criteria shall be considered by the City Council in determining whether issuance or renewal of a liquor license is in the interest of public health, safety and welfare and, where several applications are made for an available license, shall be considered in determining which application best meets such public interest. Application of the criteria shall be in the discretion of the Council, and the burden of showing the license would be in furtherance of public health, safety and welfare shall in all instances be upon the applicant. A narrative will be required of each question below.

1. Police access to and enforcement upon and near the premises.

There will be Ample Access to the building
And premises.

- (2) Entries into parking lot.
- (3) Entries into Building

2. Effect upon safety and congestion.

There will be no change in safety
& Congestion.

3. Enhancement of property values of the premises and neighboring property.

This business has been a part of New
Grand Rapids for 42 years. We intend to
Improve the Real Estate.

4. Effect upon geographical concentration of liquor licenses in the community.

There will be no change This is a
Continued license in Grand Rapids.

5. Effect that a liquor business would have upon the general character of the neighborhood.

No change due to 42 years of service.

6. The degree to which use of the licensed premises is expected to add to quality employment in the community.

N/A. (no change)

7. The adequacy of the size of the premises. (Explain in detail)

8. Any other factor the Council deems to affect the health, safety and welfare (including economic welfare of the community).

We will continue to bring a successful operation to Grand Rapids.

Date: 11/17/14

Signature: Brandi Miskovich

Minnesota Department of Labor and Industry
 Construction Codes and Licensing Division
 Licensing and Certification Services
 443 Lafayette Road North
 St Paul, MN 55155
 Phone (651) 284-5034
 Fax (651) 284-5743
 www.dli.mn.gov
 dli.license@state.mn.us

Certificate of Compliance Minnesota Workers' Compensation Law

**THIS FORM MUST BE COMPLETED AND SIGNED BY ALL
 BUSINESS TYPES**

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

CONTRACTOR'S LICENSE or CERTIFICATE NO. (if applicable)	BUSINESS TELEPHONE NO. <u>218-320-1774</u>	FAX TELEPHONE NO.
---	---	-------------------

BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe or John Doe and Jane Doe); otherwise it is the legal name of the business entity.)
Dutch Room Inc.

DBA (doing business as or also known as an assumed name) (if applicable):

Dutch Room Inc.

BUSINESS ADDRESS (must be physical street address; no PO boxes) <u>702 NW 4th Street</u>	CITY <u>Grand Rapids</u>	STATE <u>MN</u>	ZIP CODE <u>55744</u>
--	-----------------------------	--------------------	--------------------------

COUNTY <u>Itasca</u>	E-MAIL ADDRESS <u>dutchroom@yahoo.com</u>
-------------------------	--

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.

NUMBER 1 – Workers' compensation insurance policy information

INSURANCE COMPANY NAME (not the insurance agent)

POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE
------------	----------------	-----------------

NUMBER 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact: 651 284 5032

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (include a copy of authorization to self-insure from the Minnesota Department of Commerce)
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered.
- Other _____

I certify that the information provided on this form is accurate and complete.

APPLICANT SIGNATURE (mandatory) <u>Blair Miskowicz</u>	TITLE <u>President</u>	DATE <u>Nov, 2014</u>
---	---------------------------	--------------------------

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form.

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.
 LIC 04 (12/09)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kuschel Insurance Agency 322 NE 5th St Grand Rapids MN 55744	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	41297
INSURED Dutch Room, Inc. 702 NW 4th Street Grand Rapids MN 55744	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

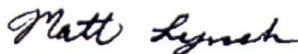
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			CPS2125226	01/01/2015	01/01/2016	\$500,000 PER OCCURRENCE \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


Location: 702 NW 4th Street, Grand Rapids, MN 55744

CERTIFICATE HOLDER

CANCELLATION

City of Grand Rapids City Hall 420 N Pokegama Avenue Grand Rapids MN 55744	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 <div style="clear: both;"></div> <h2 style="margin: 0;">Itasca County Parcel Information System</h2> <p style="margin: 0;">Itasca County's Web Site</p>	<p style="margin: 0;">Tue, Nov 18, 2014</p> <p style="margin: 0;">Parcel Info Data Date: November 13, 2014</p> <p style="margin: 0;">CRV Info Data Date: November 13, 2014</p> <p style="margin: 0;">Payment Detail Data Date: November 13, 2014</p>
--	--

[Parcel Information](#)
 [CRV Information](#)
 [Lake Finder](#)
 [FAQ](#)
 [Request Info](#)

2013 Assessor's Market Values For Taxes Payable In 2014

[Record Details](#)

Parcel Number: 91-420-2810

Owner of Record MADDEN, DENNIS D & ANITA
 702 NW 4TH ST
 GRAND RAPIDS MN 55744

Physical Address:	702 NW 4TH ST GRAND RAPIDS MN 55744
Plat Name:	GRAND RAPIDS SECOND DIVISION
1st Line of Legal Desc:	BLOCK 28 LESS W 114 FT OF LOTS 8-10 & LESS
Deeded Acres:	0.83
Sec-Twp-Rng:	20-55-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



[View the Itasca County GIS map for this parcel in a NEW WINDOW.](#)

This parcel has 2 property tax classification(s). Valuations are provided below for each classification.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Class Code 201 Residential 1 unit</td> </tr> <tr> <td style="width: 60%;">Land Value:</td> <td style="text-align: right;">\$39,500</td> </tr> <tr> <td>Building Value:</td> <td style="text-align: right;">\$87,400</td> </tr> <tr> <td>Total Class Value:</td> <td style="text-align: right;">\$126,900</td> </tr> </table>	Class Code 201 Residential 1 unit		Land Value:	\$39,500	Building Value:	\$87,400	Total Class Value:	\$126,900		
Class Code 201 Residential 1 unit										
Land Value:	\$39,500									
Building Value:	\$87,400									
Total Class Value:	\$126,900									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Class Code 235 Commercial Preferred</td> </tr> <tr> <td style="width: 60%;">Land Value:</td> <td style="text-align: right;">\$247,100</td> </tr> <tr> <td>Building Value:</td> <td style="text-align: right;">\$141,600</td> </tr> <tr> <td>Total Class Value:</td> <td style="text-align: right;">\$388,700</td> </tr> </table>	Class Code 235 Commercial Preferred		Land Value:	\$247,100	Building Value:	\$141,600	Total Class Value:	\$388,700	<p>Total Land Value = \$286,600</p> <p>Total Building Value = \$229,000</p> <p>Grand Total Value = \$515,600</p>	<p>91-420-2810</p> <p>Click Here To See The Current Year Tax Record For This Parcel</p>
Class Code 235 Commercial Preferred										
Land Value:	\$247,100									
Building Value:	\$141,600									
Total Class Value:	\$388,700									

Minnesota Counties Information Systems (MCIS) makes no warranties, implied or explicit, as to the accuracy or completeness of this data. The data presented on this site is provided directly by the County, and MCIS merely converts it to a searchable web format. This data is intended to be used for informal informational purposes only. It is not intended for use in abstract work, land surveys, title opinions, appraisals, or any other legal documents or for any other purposes. For up-to-date and/or certified information, the user should contact the County Auditor/Treasurer.

Minnesota Counties Information Systems
 Grand Rapids, MN
 Website hosting & maintenance provided by [Boreal Access](#)

Office of the Minnesota Secretary of State Certificate of Incorporation

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

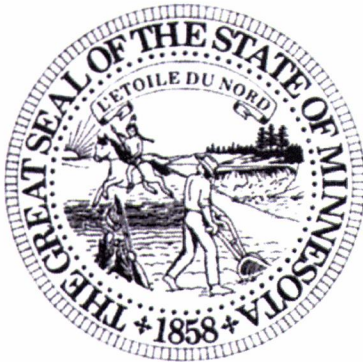
The business entity is now legally registered under the laws of Minnesota.

Name: Dutch Room Inc.

File Number: 792009200024

Minnesota Statutes, Chapter: 302A

This certificate has been issued on: 11/04/2014



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Business Corporation/Articles of Incorporation
Minnesota Statutes, 302A



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

Article 1 CORPORATE NAME:

Dutch Room Inc.

Article 2 REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

Gabriel Joseph Miskovich

702 NW 4th Street Grand Rapids MN 55744 USA

Article 3 MAXIMUM SHARES THE CORPORATION MAY ISSUE: 1

Article 4 INCORPORATOR(S):

Name:

Address:

Brandi Lee Miskovich

1186 prairie river trail Grand Rapids MN 55744

DURATION: **PERPETUAL**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: **Brandi Lee Miskovich**

MAILING ADDRESS:

None Provided

EMAIL FOR OFFICIAL NOTICES:

dutchroom@yahoo.com

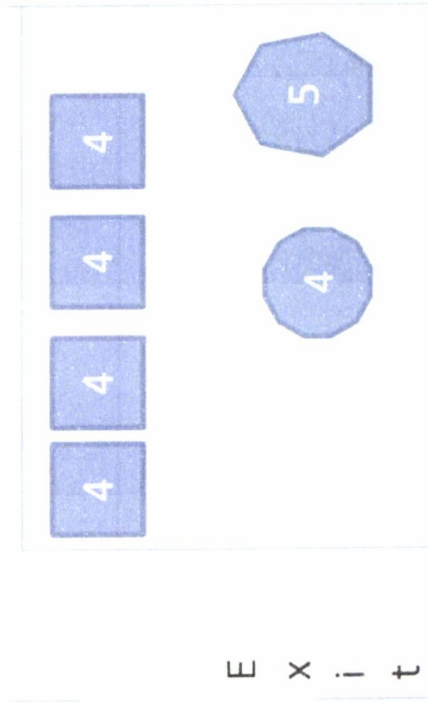
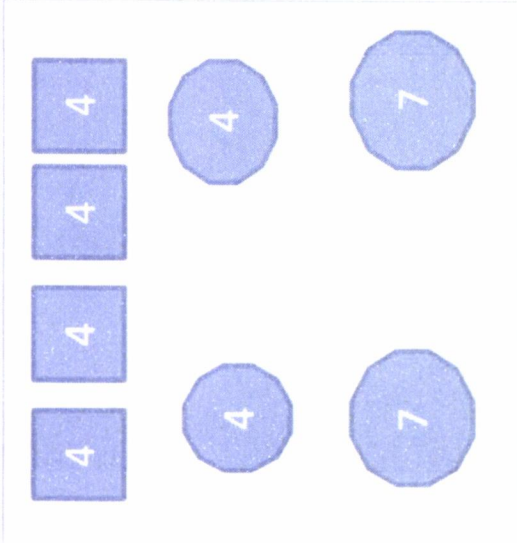
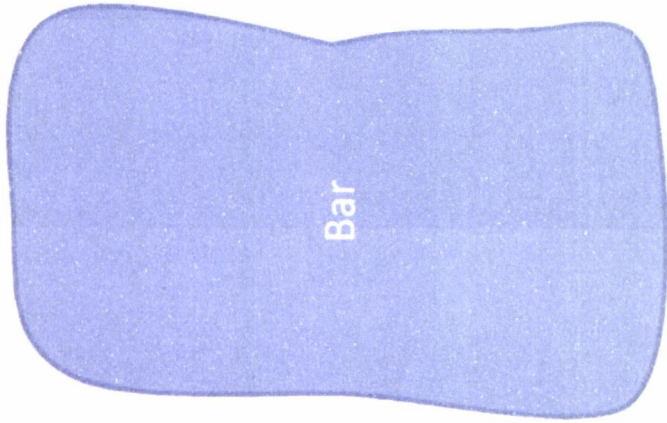


Work Item 792009200024
Original File Number 792009200024

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
11/04/2014 11:59 PM

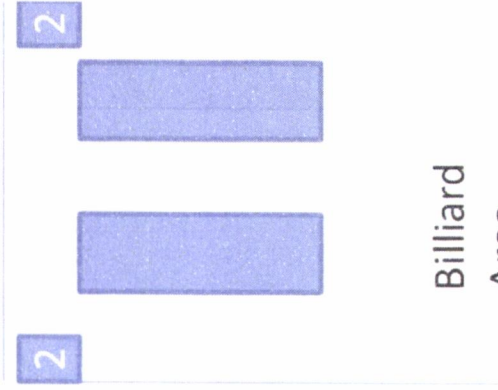
Mark Ritchie

Mark Ritchie
Secretary of State

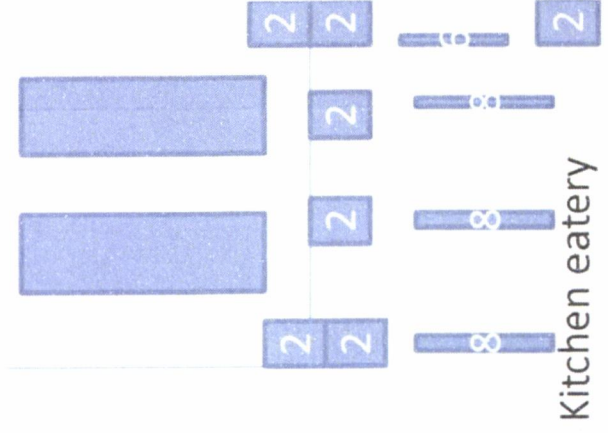


Kitchen

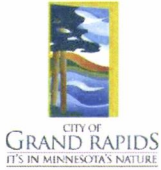
Front
Doors >



Billiard
Area



Kitchen eatery



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1003 **Version:** 1 **Name:** Liquor License
Type: Agenda Item **Status:** Public Hearing
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Consider approval of an Off-sale, and On-sale Liquor License with Sunday service for Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider approval of an Off-sale, and On-sale Liquor License with Sunday service for Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.

Background Information:

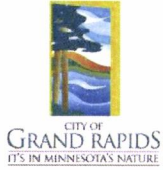
Following the scheduled public hearing, Dutch Room Inc. requests that the City Council consider their request for an Off-sale and On-sale Liquor License with Sunday service.

Staff Recommendation:

Recommend approval.

Requested City Council Action

Consider approval of an Off-sale, and On-sale Liquor License with Sunday service for Dutch Room Inc. located at 702 NW 4th Street, Grand Rapids, MN.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0997 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: Consider approving the verified claims for the period November 18, 2014 to December 1, 2014 in the total amount of \$490,760.57.
Sponsors:
Indexes:
Code sections:
Attachments: [CITY COUNCIL 12-08-14.pdf](#)

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

Consider approving the verified claims for the period November 18, 2014 to December 1, 2014 in the total amount of \$490,760.57.

Requested City Council Action

Consider approving the verified claims for the period November 18, 2014 to December 1, 2014 in the total amount of \$490,760.57.

DATE: 12/03/2014
 TIME: 09:37:59
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/08/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	24.94
1309332	MN STATE RETIREMENT SYSTEM	10,000.00
1901328	ST LOUIS COUNTY SHERIFFS DEPT	573.74
1901825	SAWMILL INN	173.60
1920240	CHAD B STERLE	9,200.00
TOTAL CITY WIDE		19,972.28
SPECIAL PROJECTS-NON BUDGETED		
1916650	SPRINGSTED	4,999.90
TOTAL SPECIAL PROJECTS-NON BUDGETED		4,999.90
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	28.11
0301685	CARQUEST AUTO PARTS	124.17
0315455	COLE HARDWARE INC	19.95
0701650	GARTNER REFRIGERATION CO	939.33
1909510	SIM SUPPLY INC	226.31
TOTAL BUILDING MAINTENANCE-CITY HALL		1,337.87
COMMUNITY DEVELOPMENT		
1415377	NORTHERN BUSINESS PRODUCTS INC	22.99
TOTAL COMMUNITY DEVELOPMENT		22.99
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	483.50
0221650	BURGGRAF'S ACE HARDWARE INC	48.17
0315455	COLE HARDWARE INC	35.18
0513235	EMERGENCY RESPONSE SOLUTIONS	2,157.11
0718211	GREAT PLAINS FIRE INC	791.96
1415030	NAPA SUPPLY OF GRAND RAPIDS	47.60
2018335	TRI AIR TESTING INC	157.00
2300600	W.P. & R.S. MARS COMPANY	25.90
TOTAL FIRE		3,746.42
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	162.79

DATE: 12/03/2014
 TIME: 09:37:59
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/08/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
INFORMATION TECHNOLOGY		
0301420	CALIFORNIA DIGEST TECHNOLOGY	389.00
	TOTAL INFORMATION TECHNOLOGY	551.79
PUBLIC WORKS		
0100046	ASV, INC.	3,754.06
0103325	ACHESON TIRE COMPANY INC	80.00
0121721	AUTO VALUE - GRAND RAPIDS	197.00
0221650	BURGGRAF'S ACE HARDWARE INC	27.89
0301685	CARQUEST AUTO PARTS	112.04
0315455	COLE HARDWARE INC	510.88
0315501	COMPASS MINERALS AMERICA, INC.	7,013.88
0401420	DAKOTA FLUID POWER, INC	802.99
0514802	ENVIROTECH SERVICES INC	15,587.11
0801825	HAWKINSON CONSTRUCTION CO INC	1,880.00
0801836	HAWKINSON SAND & GRAVEL	1,196.92
1301213	DAN MARTIN	144.34
1415030	NAPA SUPPLY OF GRAND RAPIDS	62.49
1415484	NORTHERN LIGHTS TRUCK	41.54
1503150	OCCUPATIONAL DEVELOPMENT CTR	245.00
1621125	PUBLIC UTILITIES COMMISSION	1,567.92
1801615	RAPIDS WELDING SUPPLY INC	9.56
2305453	WESCO DISTRIBUTION INC	3,912.62
	TOTAL PUBLIC WORKS	37,146.24
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	65.00
0301685	CARQUEST AUTO PARTS	184.92
0315455	COLE HARDWARE INC	15.84
1415030	NAPA SUPPLY OF GRAND RAPIDS	16.05
1415640	NORTRAX EQUIPMENT COMPANY	937.02
1801615	RAPIDS WELDING SUPPLY INC	20.30
	TOTAL FLEET MAINTENANCE	1,239.13
POLICE		
0109722	AITKIN COUNTY SHERIFF DEPT	166.00
0301685	CARQUEST AUTO PARTS	54.98
0308333	CHIEF SUPPLY CORPORATION	267.28
0409501	DIMICH LAW OFFICE	5,250.00
1801590	RAPIDS FORD LINCOLN	83.17
1920233	STREICHER'S INC	1,619.71

DATE: 12/03/2014
 TIME: 09:37:59
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/08/2014

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
2000400	T J TOWING	110.00
2018680	TRU NORTH ELECTRIC LLC	328.50
2205638	VERIZON WIRELESS-LERT B	100.00
T000994	TD AMERITRADE TRUST COMPANY	13,475.00
	TOTAL POLICE	21,454.64
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE INC	19.90
	TOTAL RECREATION	19.90
GENERAL FUND-LIQUOR/CHART GAMB		
1401160	NATIONAL IMPRINT CORP	425.05
2301445	WAL-MART STORE #01-1609	3,400.00
	TOTAL	3,825.05
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	132.38
0315455	COLE HARDWARE INC	19.94
0609457	FILTHY CLEAN INC	1,300.00
2018680	TRU NORTH ELECTRIC LLC	537.65
	TOTAL	1,989.97
AIRPORT		
0718010	CITY OF GRAND RAPIDS	300.00
0801836	HAWKINSON SAND & GRAVEL	183.81
	TOTAL	483.81
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	90.23
0114200	ANDERSON GLASS	299.63
0205153	BECKER ARENA PRODUCTS INC	47.80
0300020	CTM SERVICES INC	20.80

DATE: 12/03/2014
 TIME: 09:37:59
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/08/2014

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0315495	COMMERCIAL REFRIGERATION	29,999.50
0605670	FERRELLGAS	209.71
1105640	KERNEL CONCESSION SUPPLY	871.19
1605611	PEPSI-COLA	573.96
1801610	RAPIDS PLUMBING & HEATING INC	1,737.75
1901535	SANDSTROM COMPANY INC	1,147.74
1909510	SIM SUPPLY INC	358.46
2116600	UPPER LAKE FOODS INC	551.70
	TOTAL GENERAL ADMINISTRATION	35,908.47
POLICE DESIGNATED FORFEITURES		
1205230	LEERBURG ENT INC	253.95
	TOTAL	253.95
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	705.38
0106250	AFFORDABLE FUNERAL SUPP INC	1,278.00
0221650	BURGGRAF'S ACE HARDWARE INC	46.64
0801825	HAWKINSON CONSTRUCTION CO INC	2,520.00
1612045	PLAGEMANN'S LANDSCAPING	1,026.00
	TOTAL	5,576.02
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	13.94
	TOTAL	13.94
GENERAL CAPITAL IMPRV PROJECTS		
2014 BLDG IMPROVEMENTS		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	250.00
1105530	KENNEDY & GRAVEN	2,016.00
1405460	NELSON ROOFING INC	34,207.00
1916650	SPRINGSTED	5,500.00
	TOTAL 2014 BLDG IMPROVEMENTS	41,973.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/08/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL CAPITAL IMPRV PROJECTS		
	YMCA ACTIVE LIVING CENTER	
0218115	BRAUN INTERTEC CORPORATION	108.75
	TOTAL YMCA ACTIVE LIVING CENTER	108.75
2014 CAPITAL EQUIP CERTIFICATE		
1105530	KENNEDY & GRAVEN	767.00
	TOTAL	767.00
POLICE		
0717993	GRAFIX SHOPPE	1,006.00
	TOTAL POLICE	1,006.00
2014 INFRASTRUCTURE BONDS		
	2011-2 CRYSTAL LAKE BLVD	
1105530	KENNEDY & GRAVEN	7,217.00
	TOTAL 2011-2 CRYSTAL LAKE BLVD	7,217.00
PIR-PERMANENT IMPRV REVOLV FND		
	2012-12 MIDDLE-MURPHY ROUTES	
0218115	BRAUN INTERTEC CORPORATION	2,140.88
	TOTAL 2012-12 MIDDLE-MURPHY ROUTES	2,140.88
STORM WATER UTILITY		
0718010	CITY OF GRAND RAPIDS	500.00
0801825	HAWKINSON CONSTRUCTION CO INC	12,055.00
0920060	ITASCA COUNTY TREASURER	336.25
1605665	PERSONNEL DYNAMICS LLC	507.00
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
	TOTAL	15,598.25
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF	\$ 207,353.25
CHECKS ISSUED-PRIOR APPROVAL		
	PRIOR APPROVAL	
0114210	D. ANDERSON - CHANGE FUND	5,300.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

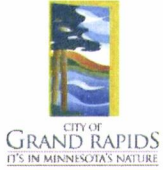
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INVOICES DUE ON/BEFORE 12/08/2014

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114227	ANESTHESIA PHYSICIANS LTD	428.65
0218100	BRENT BRADLEY	40.00
0305530	CENTURYLINK COMMUNICATIONS LLC	52.85
0405447	DELTA DENTAL OF MINNESOTA	2,767.55
0409655	TIMOTHY DIRKES	40.00
0504610	RON EDMINSTER	72.80
0504615	JUSTIN EDMUNDSON	160.00
0512230	ELEMENT PAYMENT SERVICES	50.00
0718015	GRAND RAPIDS CITY PAYROLL	209,304.88
0718070	GRAND RAPIDS STATE BANK	25.00
0805358	JACKIE HEINRICH	40.00
0900060	ICTV	5,639.50
0920055	ITASCA COUNTY RECORDER	276.00
1205105	GREG LEASE	80.00
1209516	LINCOLN NATIONAL LIFE	935.16
1209522	LINCOLN REPUBLIC INSURANCE CO	261.58
1301250	ROBERT MATTEI	2,050.85
1301262	BRIAN MATTSON	40.00
1309199	MINNESOTA ENERGY RESOURCES	9,091.42
1309332	MN STATE RETIREMENT SYSTEM	1,794.00
1309335	MINNESOTA REVENUE	2,001.00
1315650	ANDY MORGAN	15.00
1315665	KELLY MORRIS	108.64
1405435	JEREMY NELSON	40.00
1502645	GARY O'BRIEN	613.80
1503151	OCCUPATION DEVELOPMENT CENTER	81.75
1516220	OPERATING ENGINEERS LOCAL #49	32,706.00
1609561	PIONEER TELEPHONE	8.13
1615500	SHAUN POMPLUN	40.00
1621130	P.U.C.	6,442.65
1621225	JEREMIAH PUELSTON	220.96
1809501	ROBERT RIMA	90.61
1901521	SANFORD HEALTH	431.10
1903557	TROY SCOTT	40.00
1913344	HEATH SMITH	40.00
2000100	TASC	30.60
2000490	TDS Metrocom	1,046.84
2301445	WAL-MART STORE #01-1609	1,000.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$ 283,407.32

TOTAL ALL DEPARTMENTS \$ 490,760.57



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0993 **Version:** 1 **Name:** Truth in Taxation Public Hearing
Type: Public Hearing **Status:** Public Hearing
File created: 12/3/2014 **In control:** City Council
On agenda: 12/8/2014 **Final action:**
Title: A Public Hearing on 2014 Levy Payable in 2015 and 2015 Budget at 6 p.m. as stated in the Truth in Taxation Statements.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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A Public Hearing on 2014 Levy Payable in 2015 and 2015 Budget at 6 p.m. as stated in the Truth in Taxation Statements.

Background Information:

Discuss the 2014 Levy Payable in 2015 and 2015 proposed budget at 6 p.m. as stated in the Truth in Taxation Statements. Public input will be taken after presentation.

Requested City Council Action

Conduct Public Hearing on 2014 Levy Payable in 2015 and 2015 Budget at 6 p.m. as stated in the Truth in Taxation Statements.