

# Meeting Agenda Full Detail City Council

Monday, December 21, 2015

4:00 PM

Conference Room 2A

## SPECIAL MEETING AMENDED 12-21-15

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council will be held on Monday, December 21, 2015 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### **CALL OF ROLL**

1.	<u>15-1871</u>	Consider approving Grand Rapids Fire Department Relief Association Bylaw Chang for 2016.
		Attachments: New 2015 Proposed Bylaw Language
2.	<u>15-1869</u>	Finalize the 2016 City Council Outcome Goals
		Attachments: Revised Initial Data Sheet.pdf
3.	<u>15-1872</u>	Consider approving temporary liquor licenses for Itasca Curling Club.
		Attachments: Itasca Curling Club - Feb 2016
		Itasca Curling Club - March 2016
4.	<u>15-1873</u>	Consider approving the verified claims for the period December 8, 2015 to December 14, 2015 in the total amount of \$389,347.25.
		Attachments: CITY COUNCIL BILL LIST 12-21-15.pdf
5.	<u>15-1874</u>	Consider adopting a resolution accepting a \$500.00 dollar donation of Target gift certificates from David & Alice Billings to the Police Department to be distributed by police officers' at their discretion.
		Attachments: PD Target Gift Card Donation

## **ADJOURNMENT**

Attest: Kimberly Gibeau, City Clerk



## Legislation Details (With Text)

File #:

15-1871

Version: 1 Name:

Grand Rapids Fire Department Relief Association

Bylaw Changes for 2016

Type:

Agenda Item

Status:

Administration Department

File created:

12/15/2015

In control:

City Council

On agenda:

12/21/2015

Final action:

Title:

Consider approving Grand Rapids Fire Department Relief Association Bylaw Changes for 2016.

Sponsors:

Indexes:

Code sections:

Attachments:

New 2015 Proposed Bylaw Language

Date

Ver. Action By

Action

Result

Consider approving Grand Rapids Fire Department Relief Association Bylaw Changes for 2016.

### **Background Information:**

The Grand Rapids Fire Department Relief Association bylaws have reflected a deferred interest, set at a rate of 5% compounded annually on fully vested retiree's since January 1, 2002. The Grand Rapids Fire Department Relief Association Board of Trustees have been working with the State of Minnesota Auditor's Office and our financial advisors, Wells Fargo Parr McKnight Group, on ways to change our bylaws pertaining to the deferred interest in order to strengthen our Relief Association assets and minimize our liabilities. Based on hours of conversations and presentations, our Relief Association Board of Trustees have brought to the membership an alternative to the fixed 5% deferred interest. On the advice of our auditor Redpath, financial investors Wells Fargo Parr Mcknight, and the Minnesota State Auditor's Office we have introduced the option to switch to a Separate Investment Vehicle, and abolish the guaranteed 5% deferred interest. The option to change the bylaws or maintain the status quo was brought to membership vote on December 15, 2015. The vote was 28 to 2 for support of changing the language of our deferred interest to a Separate Investment Vehicle.

#### **Staff Recommendation:**

Grand Rapids Fire Department Relief Association Board of Trustees recommends that the Grand Rapids City Council support these changes and place them into effect January 1, 2016.

## **Requested City Council Action**

A motion to approve the bylaw changes in support of the Separate Investment Vehicle on behalf of the Membership of the Grand Rapids Fire Department Relief Association.

## APPENDIX B

## GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

These model documents are drafted to conform to Minnesota state laws relating to relief association pension plans for volunteer firefighters. The model documents are not drafted to meet the requirements of tax-qualified retirement plans under the Internal Revenue Code, and it is doubtful that the model documents can meet those requirements. Minnesota Firefighter Pension Consultants, LLC (MNFPC, LLC) makes no representation regarding the status of the plans under federal or state tax laws. MNFPC, LLC recommends that Relief Associations consult their own tax advisors regarding the treatment of the plan and distributions from the plan under state and federal tax laws.

MNFPC, LLC is not a law firm. We recommend review by your legal counsel of model documents before adoption.

2012 Appendix B DBV7.0

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#### GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION

#### DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

The Board of Trustees of the Relief Association amends and restates its existing defined benefit pension plan in its entirety for the benefit of its eligible members.

## ARTICLE I NAMES, PURPOSE AND OTHER GENERAL INFORMATION

- 1.1 Name of Municipality: City of Grand Rapids
- 1.2 Name of Fire Department: Grand Rapids Fire Department
- 1.3 Name of Relief Association: Grand Rapids Fire Department Relief Association

Address: 18 NE Fifth Street, Grand Rapids, MN 55744

- 1.4 Federal Taxpayer Identification Number: 41-6037190
- 1.5 Name of Plan: Grand Rapids Fire Department Relief Association Defined Benefit Lump Sum Retirement Plan
- 1.6 Original Effective Date of Plan: September 28, 1927
- 1.7 Purpose. The purpose of the Plan is to provide benefits to eligible members of the Relief Association (Participants) and their lawful Beneficiaries.

## ARTICLE II DEFINITIONS AND INTERPRETATION

- 2.1 <u>General Definitions</u>. The following words and phrases when used herein shall have the following meanings except as otherwise required by the context in which they are used:
  - (a) "Accrued Benefit" of a Participant shall mean the benefit determined under the terms of the Plan, as of a specified date.
  - (b) "Active Service" shall mean active service as defined by the Fire Department, as stated in its policies and procedures.
  - (c) "Alternate Payee" shall mean a spouse or former spouse of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, a Participant's Beneficial Interest under the Plan, pursuant to Minnesota Statutes, Section 518.58, Subd. 4.
  - (d) "Beneficial Interest" shall mean the amount of a Participant's Accrued Benefit that is distributable to the Participant or the Participant's Beneficiary in accordance with the terms of the Plan.

- (e) "Beneficiary" shall mean any person entitled to receive benefits that may be payable upon or after a Participant's death.
- (f) "Board of Trustees" or "Board" shall mean the Board of Trustees of the Relief Association.
- (g) "Break in Service" shall mean a period as defined by the Fire Department in its policies and procedures, during which the Participant does not meet Active Service requirements. However, service restored pursuant to the uniformed services provisions of Article VII shall be considered Active Service and shall not be considered a Break in Service.
- (h) "Bylaws" shall mean the duly adopted bylaws of the Relief Association.
- (i) "Code" shall mean the Internal Revenue Code of 1986, and amendments thereto.
- (j) "Disability" or "Disabled" shall mean the inability of a Participant to engage in the performance of his or her duties by reason of a medically determinable physical or psychological impairment that can be expected to last for a continuous period of not less than twelve months or can be expected to result in death. Disability must have arisen out of or have been causally connected with an act of duty or a service related injury incurred while on leave for uniformed services under Article VII. A Participant's Disability shall be determined by the Board in its sole discretion.
- (k) "Disability Benefit" shall mean the benefit, if any, paid to a Participant in lieu of a Retirement Benefit, pursuant to Section 4.4 of Article IV.
- (1) **"Domestic Relations Order"** shall mean any judgment, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minnesota Statutes Sections 518.58 or 518.581.
- (m) "Effective Date" of the Plan shall be the effective date referenced on the first page of the Bylaws.
- (n) **"Entry Date"** shall mean the date of hire as defined in the Fire Department policies and procedures.
- (o) "Participant" shall mean a member of the Relief Association who has accrued or is accruing benefits under the Plan.
- (p) "Plan Year" shall mean the calendar year.
- (q) "Qualification Procedures" shall mean written procedures adopted by the Board of Trustees to:
  - determine whether a Domestic Relations Order may be honored under the law and the terms of the Plan; and

(ii) to administer distributions under such orders.

The procedures shall be implemented within a reasonable time after receipt of a domestic relations order by the Board of Trustees. Qualification Procedures must permit an Alternate Payee to designate a representative for receipt of copies of notices sent to the Alternate Payee with respect to a Qualified Domestic Relations Order.

- (r) "Qualified Recipient" shall mean an individual who receives a lump sum distribution of pension or retirement benefits, including disability benefits, from the Relief Association for service performed as a Volunteer Firefighter, as it relates to Section 4.7 of Article Iv herein.
- (s) "Resumption of Active Service Requirement" shall mean the period of time equal to the period of time that elapsed between the Participant's Separation Date and return to Active Service up to a maximum of three (3) years pursuant to Section 4.2 of Article IV.
- (t) **"Retirement Benefit"** shall mean the benefit payable to a Participant pursuant to Section 4.1 of Article IV, but only after the Participant has met all eligibility requirements of Section 4.1 of Article IV.
- (u) **"Separation Date"** shall mean the date of retirement or termination as defined in the Fire Department policies and procedures.
- (v) "Special Fund" shall mean the fund established pursuant to Minnesota Statutes, Section 424A.05 used to fund benefits under the Plan and for other purposes permitted by statute. The assets of the Special Fund shall be invested only in securities authorized by Minnesota Statutes, Section 69.775.
- (w) "Supplemental Benefit" shall mean the benefit paid to a Qualified Recipient pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(a), as described in Section 4.7 of Article IV.
- (x) **"Supplemental Survivor Benefit"** shall mean the benefit, if any, paid to a Surviving Spouse or minor Surviving Children pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(b), as described in Section 4.8 of Article IV.
- (y) "Surviving Children" shall mean any natural or adopted child of a deceased Participant.
- (z) "Surviving Spouse" shall mean the spouse of a deceased Participant who was legally married to the Participant at the time of death.
- (aa) **"Survivor Benefit"** shall mean the benefit paid to a Participant's Beneficiary pursuant to Section 4.5 of Article IV.
- (bb) "Volunteer Firefighter" shall mean any person who:

- is engaged in providing emergency response services or delivering fire education or prevention services as a firefighter for the Fire Department or Municipality;
- iii is trained in or is qualified to provide fire suppression duties or to provide fire prevention duties under Minnesota Statutes, Section 424A.001, Subd. 8; and
- (iii) meets any other minimum firefighter and service standards established by the Fire Department or Municipality.
- (cc) "Year of Active Service" shall mean each 12-month period of Active Service commencing with a Participant's Entry Date or anniversary thereof reduced by the Participant's Break(s) in Service. This definition shall be used for the purposes of calculating the minimum funding requirements and computing benefits or service pensions payable. Service pensions will be prorated monthly for fractional Years of Active Service pursuant to Minnesota Statutes, Section 424A.02, Subd. 1.
- 2.2 <u>Interpretation</u>. The words defined in this Article II shall have the meanings assigned to them except where specified otherwise in this instrument. Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

#### ARTICLE III <u>VESTING</u>

- 3.1 <u>Full Vesting of Accrued Benefit</u>. A Participant shall have a fully vested and non-forfeitable interest in the Participant's Accrued Benefit upon completion of 20 Years of Active Service.
- 3.2 <u>Partial Vesting of Accrued Benefit</u>. The following vesting schedule shall apply to a Participant with fewer than 20 Years of Active Service:

Years of Active Service	Vested Percentage
10 but less than 11	60%
11 but less than 12	64%
12 but less than 13	68%
13 but less than 14	72%
14 but less than 15	76%
15 but less than 16	80%
16 but less than 17	84%
17 but less than 18	88%
18 but less than 19	92%
19 but less than 20	96%
20 or more	100%

3.3 <u>Determining Years of Active Service for Vesting.</u> All Years of Active Service shall be taken into account for purposes of determining a Participant's vested Accrued Benefit, including Years of Active Service with the Fire Department prior to the Effective Date.

#### ARTICLE IV BENEFITS

- 4.1 <u>Retirement Benefit</u>. (a) *Eligibility*. To be eligible to receive a Retirement Benefit a Participant must satisfy each of the following requirements:
  - (i) Have retired or ceased Active Service with the Fire Department;
  - (ii) Be at least 50 years of age;
  - (iii) Have been a Volunteer Firefighter in the Fire Department;
  - (iv) Have been a member in the Relief Association; and
  - Have the minimum Years of Active Service required for a non-forfeitable interest (vested) in the Participant's Accrued Benefit.
- (b) Amount. If so provided in Section 3.2 of Article III, a Participant's Retirement Benefit shall be determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The benefit level is set forth in Appendix C. The Participant's benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Participant's benefit level shall be determined as described in Section 4.2 Article IV.

Subject to the provisions of Article VIII of this Appendix B, benefit levels are subject to increase and shall be effective as of the agreed upon effective date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

Such Retirement Benefit shall not be paid before the later of the Participant's Separation Date or the date the Participant attains age 50. The Retirement Benefit shall be paid at the time requested by the Participant in a properly completed and accepted Retirement Benefit Payment Request Form.

- 4.2 <u>Return To Service</u>. (a) *Return to Service Before Payment of Retirement, Disability or Survivor Benefit.* If a Participant:
  - (i) Ceases Active Service with the Fire Department (incurs a Separation Date),

- (ii) Has not received a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit, and
- (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall qualify for increases in the benefit level implemented during or after the Separation Date from Active Service and additional Years of Active Service only if the Participant remains in Active Service for the Resumption of Active Service Requirement. If the Participant has not met this requirement by the time of the Participant's later Separation Date, the Participant's benefit shall be the benefit level in effect at the time of the Participant's prior Separation Date and Years of Active Service in effect at the time of the Participant's resumption of Active Service.

A Participant whose period of Break in Service does not exceed 365 consecutive days is exempt from the minimum period of Resumption of Active Service Requirement.

- (b) Return to Service After Payment of Retirement Benefit. If a Participant:
  - (i) Ceases Active Service with the Fire Department (incurs a Separation Date)
  - (ii) Receives a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit,
  - (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall be credited with additional Years of Active Service. A Participant's Retirement, Disability or Survivor Benefit at the Participant's later Separation Date shall be determined as follows:

Years of Additional Active Service credited to Participant after the return to service	multiplied by	Benefit level in effect for Participant as of the subsequent Separation Date	multiplied by	Vesting percentage for completed Additional Years of Active Service
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No Participant may be paid a service pension twice for the same period of Active Service.

#### 4.3 Deferred Interest. (Old Language)

The Board of Trustees shall adjust only a fully vested Participant's unpaid Retirement Benefit amount at an interest rate up to five percent, compounded annually. The interest rate shall be set by the Board of Trustees, subject to approval by the Municipality. Interest is payable from the first day next following the date on which the Municipality has approved the deferred service pension interest rate established by the Board or from the first day next following the date on which the Participant separated from active Fire Department service and Relief Association membership, whichever is later, to the last day immediately before the day in which the Participant becomes eligible to begin receipt of, and applies for, the Retirement Benefit. The interest rate is set forth in Appendix C.

The Board of Trustees shall not add interest or otherwise adjust a Participant's unpaid Retirement Benefit amount for any period of time after the Participant has been separated from Active Service for a period of five years or greater.

#### (New Language)

The Board of Trustees will assist only partially-vested participant's (Over 10yrs of service and under 20yrs of service) and fully-vested participant's (Full 20yrs of service or more) with a deferred lump-sum service pensions during the period of deferral. The amount payable to a deferred member will be transferred to a separate investment vehicle held by the Relief Association and maintained separately from the assets of the Relief Association. Interest will be paid at the investment performance rate actually earned on the separate investment vehicle. The accrued liability for the deferred service pension is equal to the fair market value of the separate investment vehicle held by the Relief Association. The deferred member bears the full investment risk subsequent to transfer. Participant's investment period starts when participant is eligible to begin after the participant has separated from the Fire Department Service and the Relief Association membership.

4.4 <u>Disability Benefit</u>. A Participant who becomes Disabled while in Active Service may be eligible for a Disability Benefit in lieu of a Retirement Benefit. A Participant who becomes Disabled while on leave for uniformed services under Article VIII shall be deemed to have become Disabled while in Active Service. A Participant's Disability Benefit shall be determined as follows:

Years of Active Service	multiplied	Benefit level in effect when
credited to Participant	by	Participant becomes Disabled

The benefit level is set forth in Appendix C. Subject to the provisions of Article VIII of this Appendix B, such dollar amount is subject to increase and shall be effective as of the agreed upon effective date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

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Any Disability Benefit paid in accordance with this Section 4.4 of Article IV shall be in lieu of all rights to further service pension and survivors benefits.

The Participant shall be eligible to receive the Disability Benefit upon approval of the Board of Trustees. A written report of a physician of the Participant's choice shall be required for payment of a Disability Benefit. The report shall set forth the diagnosis and prognosis of the Disability, disease or injury of the Participant and its probable duration of permanence. A Participant's statement as to pain or other symptoms will not alone be conclusive evidence of Disability.

A Disability Benefit Payment Request form shall be submitted to the Board of Trustees within six months after such Participant's Separation Date with the Fire Department. The form shall describe the nature and cause of such Disability. The form shall be under oath by the Participant or his/her immediate family. The determination of Disability shall be tabled until the next Board meeting so that a physician of the Participant's choice may examine the Participant. The Board of Trustees has the discretion to request that another doctor, selected by the Board of Trustees, examine the Participant. Final determination of Disability will be based on the reports of at least one doctor, and shall be determined by the Board of Trustees at the subsequent Board meeting.

If the Participant who applied for a Disability Benefit disagrees with the Board's determination, the Participant may, within sixty (60) days from notice of such action of the Board of Trustees, file a written appeal of the Board of Trustees' determination. The appeal will be decided under the appeal procedures described in Article V.

- 4.5 <u>Survivor Benefit</u>. (a) *Eligibility*. For a Participant's Beneficiary to be eligible to receive a Survivor Benefit, the Participant must have satisfied the following requirements:
  - (i) Have died in Active Service with the Fire Department; or
  - (ii) Have died prior to receiving his Retirement Benefit.

A Participant who dies while on leave for uniformed service under Article VII shall be deemed to have died while in Active Service.

(b) Amount. If a Participant in Active Service dies, the Participant's Beneficiary shall receive a lump sum payment equal to 100% of the Participant's Accrued Benefit.

If a Participant who has retired from or ceased Active Service dies, the Participant's Beneficiary shall receive a lump-sum Survivor Benefit determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The Survivor Benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Survivor Benefit level shall be determined as described in Section 4.2 of Article IV.

Such Survivor Benefit shall be paid to the Participant's Beneficiary as soon as administratively feasible following the Participant's death and the approval of the Survivor Benefit Payment Request form.

A Participant's Beneficiary shall be as follows:

- (i) the Participant's Surviving Spouse; or
- (ii) if no Surviving Spouse, the Participant's Surviving Children or if so designated as a Beneficiary by the Participant, a trust for the benefit of the Participant's Surviving Children created under Chapter 501B; or
- (iii) if no Surviving Spouse or Surviving Children, the Participant's designated Beneficiary or Beneficiaries. To designate a Beneficiary, the Participant shall complete, sign and file with the Relief Association a designation of Beneficiary on a form to be provided by the Relief Association or by other written form acceptable to the Relief Association. On said form, the Participant shall designate a Beneficiary, which must be a natural person, or a designated trust created under Chapter 501B of the Minnesota Statutes that shall be paid any sum that may be payable on account of the Participant's death (reserving, however, to the Participant the power to change the designation of Beneficiary using the Change of Beneficiary Designation form); or
- (iv) if no designated Beneficiary or Beneficiaries, to the estate of the Participant.

If there is a Surviving Spouse, but no Surviving Children, the Surviving Spouse may waive in writing all or a part of the Survivor Benefit otherwise payable to the Surviving Spouse, in which event, the Survivor Benefit waived shall be paid as if the spouse had predeceased the Participant.

- 4.6 Funeral Benefit. No Funeral Benefit shall be paid under this Plan.
- 4.7 <u>Supplemental Benefit</u>. Upon payment of a lump sum distribution, the Relief Association must pay a Supplemental Benefit to the Qualified Recipient. The Supplemental Benefit may be paid from the Special Fund. The amount of the Supplemental Benefit equals ten percent of the lump sum distribution, excluding any interest paid during a period of deferral, but in no case may the Supplemental Benefit exceed \$1,000.
- 4.8 <u>Supplemental Survivor Benefit</u>. Upon payment of a Survivor Benefit, the Relief Association must pay a Supplemental Survivor Benefit to the Surviving Spouse, or, if none, the Surviving Child(ren) of a Participant who had at least one (1) month of Active Service. The Supplemental Survivor Benefit shall be paid in lieu of the Supplemental Benefit and shall be paid from the Special Fund. The amount of the Supplemental Survivor Benefit equals twenty (20) percent of the lump sum distribution, but in no case may the Supplemental Survivor Benefit exceed \$2,000.

4.9 <u>Benefit Payment Requests</u>. Requests for benefit payment shall be in writing and filed with the Relief Association not less than 60 days prior to the next Board meeting, unless permitted earlier by the Board. Such request shall be made on the appropriate form described below:

#### **Requested Benefit**

#### **Required Benefit Form**

Retirement Benefit Payment Request

Survivor Survivor Benefit Payment Request

Disability Disability Benefit Payment Request

(if applicable)

Requests for Plan benefits shall be considered valid when approved by the Board. Upon approval of the request, the Board shall pay the Participant within 60 days and provide notices to the Participant as required by state or federal law with respect to pension or benefit payments, including, if required, the Special Tax Notice Regarding Plan Payments.

- 4.10 <u>Forms of Payment</u>. Plan benefits payable to a Participant or Beneficiary shall be made in single lump sum payment. The Participant shall specify that the payment be made in the manner of:
  - (a) a check payment payable to the Participant or Beneficiary, subject to federal income tax withholding, as may be required; or
  - (b) a direct rollover to an individual retirement account described in Section 408(a) of the Code to the extent permitted by law, or
  - (c) a transfer to the Participant's account in the Minnesota Deferred Compensation Plan , to the extent permitted by law and the Minnesota Deferred Compensation Plan.

No other forms of distributions are allowed under the Plan.

- 4.11 <u>Maximum Limitation on Benefits</u>. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit under the Plan shall not exceed the maximum amount permitted under Section 415 of the Code. Service pensions shall be further limited to the maximum amounts payable pursuant to Minnesota Statutes, Section 424A.02, Subd. 3.
- 4.12 Required Distributions. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit shall be paid to the Participant by April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or ceases Active Service. Such distributions shall be determined and made in accordance with Section 401(a)(9) of the Code and regulations promulgated there under, including the minimum distribution incidental benefit requirement of Treasury Reg. Section 1.401(a)(9)-2, the provisions of which are incorporated herein by reference.

4.13 <u>Unclaimed Benefits</u>. If the Relief Association is unable with reasonable effort to locate a Participant or person/estate entitled to a Survivor Benefit under the Plan or applicable law, the benefit distributable to such Participant or person/estate shall be forfeited and will be credited to the Special Fund. Efforts to locate a Participant or person/estate must be documented. Forfeiture shall occur no earlier than thirty-six (36) months after the Board concludes the Relief Association was unable to locate such Participant or person/estate despite reasonable efforts to do so.

#### ARTICLE V APPEALS PROCEDURE

- 5.1 <u>Right of Appeal</u>. In the event the Board of Trustees denies a written request for a Retirement, Disability or Survivor Benefit, the Participant or Beneficiary whose request was denied (a "claimant") shall be entitled to appeal the determination.
- 5.2 <u>Denial of Benefits</u>. If a written request is not approved, the Board shall return the form to the claimant within 30 days, noting which requirements the claimant does not meet. Thereafter, the claimant shall be furnished with the opportunity to be heard by the Board, on the question of whether the claimant meets all of the eligibility requirements. A claimant who intends to appeal must furnish the Board with a written notice of appeal within 30 days of receiving an adverse determination.
- 5.3 <u>Review Procedure</u>. Upon receipt of the written notice of appeal, the Board of Trustees shall hold a special meeting within 60 days. Timely notice of the meeting shall be given to the claimant at least 15 days prior to the special meeting. The claimant shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the negative determination. The Board shall decide the appeal and shall give the claimant written notice of its decision.

The exhaustion of these claims procedures is mandatory for resolving every claim and dispute arising under these Bylaws. Any legal action to recover benefits or to enforce or clarify rights under the Bylaws must be commenced in the proper forum within 120 days after the claimant has exhausted the claims procedures. For all purposes, knowledge of all facts that the Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant. The Board has full discretion to determine benefit claims under the Bylaws. Any interpretation, determination or other action of the Board shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Board shall be based only on such evidence presented to or considered by the Board at the time it made the decision that is the subject of review.

#### ARTICLE VI CLAIMS AGAINST BENEFICIAL INTEREST

6.1 <u>Nonassignability</u>. No Participant or Beneficiary shall have any transmissible interest in the Plan or in the Participant's separate Beneficial Interest therein, either before or after the vesting thereof, or in any of the assets comprising the same prior to actual payment and

distribution thereof, and shall have no power to alienate, dispose of, pledge or encumber the same, while in the possession or control of the Plan, nor shall the Plan recognize any assignment thereof, either in whole or in part, nor shall the interest of any Participant or Beneficiary be subject to attachment, garnishment, execution or other legal process while in the hands of the Plan, except as provided in Minnesota Statutes, Section 518A.53 or as otherwise provided herein.

- 6.2 <u>Charge for Litigation</u>. In the event that any Participant or any person claiming by or through a Participant should commence any equitable or legal proceedings against the Relief Association, the result of which is adverse to the plaintiff, or in the event that the Relief Association should find it necessary to commence any such proceeding against any Participant or any person claiming by or through a Participant, the result of which is adverse to the defendant, the cost to the Relief Association of defending or bringing the proceeding, as the case may be, shall be charged, to the extent possible and permitted by law, to the Accrued Benefit of the Participant and only the excess of such cost over the amount of the Participant's Accrued Benefit shall be included as an expense of administration.
- 6.3 <u>Domestic Relations Orders.</u> Notwithstanding any provision to the contrary herein, the Board of Trustees may assign the interest of a Participant in the Plan to an Alternate Payee pursuant to a Domestic Relations Order. In the event the Plan receives a Domestic Relations Order with respect to a Participant's Beneficial Interest in the Plan, the following provisions shall apply:
  - (t) The Board shall promptly give written notification to the Participant and to the Alternate Payee of receipt of a domestic relations order and of Plan Qualification Procedures. The Board shall then proceed with Qualification Procedures to determine whether the order is a Domestic Relations Order and can be honored. The Board shall then notify the Participant and Alternate Payee (or the Alternate Payee's designated representative) of its determination.
  - (u) Disputed funds shall be disposed of as follows:
    - (i) During the period in which the Qualification Procedures are in progress, the Board shall separately account for any amounts that would be payable to an Alternate Payee if the Domestic Relations Order can be honored.
    - (ii) If it is determined the Domestic Relations Order can be honored within the 18-month period commencing on the date payments are to begin under the order, the Board shall pay the amounts designated in the order, including any interest, to the Alternate Payee.
    - (iii) If the Board determines that the Domestic Relations Order cannot be honored or if the 18-month period described in (ii) above elapses and the qualification dispute has not been resolved, the Board shall pay the segregated amounts, together with earnings or losses, if required, to the persons who would have received the amounts if the order had not been issued.

- (iv) If an order is qualified after expiration of the 18-month period described in (ii) above, payment of benefits to an Alternate Payee shall proceed prospectively and the Plan shall not be liable to an Alternate Payee for benefits attributable to the period prior to qualification.
- (v) Payment of benefits pursuant to a Domestic Relations Order shall be made only as permitted under the Plan. Payment to an Alternate Payee may not commence until the Participant submits a valid Retirement Benefit Payment Request form and the Participant's benefit becomes payable.
- (w) If a Domestic Relations Order does not address and determine the payment of the Supplemental Benefit payable under Section 4.7 of Article IV in connection with the payment of a Retirement Benefit, the Supplemental Benefit shall be divided between the Participant and the Alternate Payee in the same proportion as the Retirement Benefit is so divided. In addition, the Board cannot honor a Domestic Relations Order requiring that Supplemental Survivor Benefits be paid to anyone other than the persons listed in Section 4.8 of Article IV in the order there listed.
- (x) To the extent permitted by law and except as otherwise provided under a Domestic Relations Order, the Board may, on a uniform basis, charge the reasonable and necessary expenses associated with the review of a Domestic Relations Order and the implementation of a Domestic Relations Order to the accounts of the Participant and Alternate Payee.

#### ARTICLE VII UNIFORMED SERVICE (MILITARY SERVICE)

Subject to restrictions stated in this section, a Participant who is absent from firefighting service due to service in the uniformed services, as defined in the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), will be granted Active Service credit under the Plan for the period of the uniformed service, not to exceed five years, unless a longer period is required under USERRA.

To be eligible for such credit, the Participant must return to firefighting service with coverage by the Relief Association (or by the successor to the Relief Association) upon discharge from service in the uniformed service within the time frame required in USERRA. However, Active Service credit is not authorized if the Participant separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

Active Service credit is not authorized if the Participant fails to provide notice to the Fire Department that the Participant is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

If the Participant does not return to Active Service with the Fire Department within the time frame required in USERRA, then except as otherwise provided in the following sentence, it shall be conclusively presumed that the Participant's Active Service terminated as of the date that the leave for uniformed services began. A Participant who dies or becomes Disabled while the

Participant is on leave for uniformed services shall be deemed to have returned to Active Service and shall be deemed to have accrued years of Active Service during the period of leave for uniformed services.

## ARTICLE VIII RIGHT TO AMEND, DISCONTINUE OR TERMINATE

8.1 Amendment. Except as herein otherwise limited, the Relief Association shall have the right to amend this Plan, pursuant to Section 12.3 of Article XII of the Bylaws, at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing executed by the Relief Association. Upon adoption and execution of such instrument, this Plan shall be deemed to have been amended in the manner therein set forth, and Participants shall be bound thereby.

No amendment which would affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses authorized pursuant to Minnesota Statutes 69.80 payable from the Special Fund shall be effective until it has been ratified by the governing body or bodies of the Municipality.

If the Municipality is not required to provide financial support to the Special Fund, the Relief Association may adopt an amendment of the Plan that increases or otherwise affects the service pensions or ancillary benefits payable from the Special Fund without municipal ratification so long as the changes do not cause the amount of the resulting increase in the accrued liability of the Special Fund to exceed 90 percent of the amount of the prior surplus over full funding and the changes do not result in the financial requirements of the Special Fund exceeding the expected amount of the future fire state aid to be received by the Relief Association.

The financial requirements are to be determined by the Board of Trustees following the preparation of an estimate of the expected increase in the accrued liability and annual accruing liability of the Relief Association attributable to the change. If the Relief Association adopts or amends the Plan without municipal ratification, and, subsequent to the amendment or adoption, the financial requirements of the Special Fund are such so as to require financial support from the Municipality, the provision that was implemented without municipal ratification shall no longer be effective without municipal ratification, and any service pensions or ancillary benefits payable with respect to the unapproved increase shall no longer be effective as of the January 1 of the year for which the Schedules I and II for the municipal contribution became due, and as of that January 1, service pensions or ancillary benefits shall be paid only in accordance with provisions of the Plan as amended or adopted with municipal ratification.

- 8.2 <u>Consolidation and Plan Benefits</u>. The Relief Association has not been consolidated with another relief association pursuant to Minnesota Statutes, Section 424B.02.
- 8.3 <u>Termination of Plan.</u> Upon dissolution of the Relief Association, after the settlement of nonbenefit legal obligations of the Special Fund, the Board shall transfer the remaining assets of the Special Fund, as securities or in cash, as applicable, to the chief financial official of the Municipality. The Board shall also compile a schedule of Participants to whom a service pension is or will be owed, any Beneficiary to whom a benefit is owed, the amount of the service

pension or benefit payable based on the Bylaws and state law and the service rendered to the date of the dissolution, and the date on which the pension or benefit would first be payable under the Bylaws and state law.

The Municipality receiving the remaining assets of the Special Fund shall establish a separate account in the municipal treasury to function as a trust fund for Participants and their Beneficiaries eligible for Plan benefits. Upon submission of the proper form, on or after the initial date on which the service pension or benefit is payable, the municipal treasurer shall pay the pension or benefit due, based on the schedule described above and the other records of the dissolved Relief Association. The trust fund must be invested and managed consistent with Minnesota Statutes Section 69.775 and Chapter 356A. Upon payment of the last service pension or benefit due and owing, any remaining assets in the trust fund may be transferred to the general fund of the municipality. If the Special Fund had an unfunded actuarial accrued liability upon dissolution, the Municipality is liable for that unfunded actuarial accrued liability.

## ARTICLE IX MISCELLANEOUS

9.1 <u>Governing Law.</u> This Plan shall be construed, administered, and governed in all respects under the laws of the State of Minnesota, except as preempted by federal law.

If any Minnesota laws are applicable solely to the Relief Association, then an Appendix F will be included to describe such laws.

- 9.2 <u>Binding Effect</u>. This Plan shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of any and all of the parties hereto.
- 9.3 <u>Effective Date Application</u>. If a member's Separation Date is prior to the Effective Date, the member's status and benefit under the Plan, if any, attributable to Active Service, shall be determined and paid in accordance with the provisions of the Plan in effect at the Separation Date

If a member had a Separation Date prior to the Effective Date, but returns to complete a Year of Active Service that ends after the Effective Date, the member's status and benefits under the Plan for all Active Service shall be determined in accordance with the provisions of the Plan in effect at the subsequent Separation Date.

9.4 <u>Authority of Board of Trustees</u>. The Board of Trustees shall have full power, authority and discretion to do each and every act and thing which it is specifically required or permitted to do under the provisions of the Plan and to determine conclusively for all parties all questions arising in the interpretation or administration of the Plan.



## Legislation Details (With Text)

File #:

15-1869

Version: 1

Name:

2016 Outcome Establishment

Type:

Agenda Item

Status:

Administration Department

File created:

12/15/2015

In control:

City Council

On agenda:

12/21/2015

Final action:

Title:

Finalize the 2016 City Council Outcome Goals

Sponsors:

Indexes:

Code sections:

Attachments:

Revised Initial Data Sheet.pdf

Date

Ver. Action By

Action

Result

Finalize the 2016 City Council Outcome Goals

### **Background Information:**

To prepare for this meeting, each council member has scored each Outcome item generated on November 30<sup>th</sup> for each of the established criteria on a scale of 1 to 5 (1 being low priority and 5 high priority). A tabulation of the scoring is attached for reference.

At this meeting, we will:

- 1. Review and discuss the tabulation and the resulting preliminary ranking.
- 2. Council Members will have the opportunity to discuss, and make a case for, Outcomes they feel are important.
- 3. Through consensus, the Council will make any final adjustments to the ranking.
- 4. The Council will direct the City Administrator on how many Outcomes to include in the work plan.

Following that meeting, staff will develop a work plan based on a quarterly timeline for each priority Outcome. This plan will then be presented to the Council for final adoption, or adoption with changes, at the Council Meeting on January 11, 2016.

2016 Council Outcome Data Ranking of Council Outcomes

Declining	Ranking	1	7	Э	4	2	9	7	80	6	10	11	12	13	14	15	16	17	18	19
	Standard Deviation	6S.S	31.5	85.£	82.5	25.2	14.5	39.5	08.2	6 <b>7</b> .1	48.0	SE.E	₱9°T	1.92	11.5	85.£	zs.r	7:52	71.5	4.30
	эдвтэvА	08.0S	20.00	00.et	04.81	18.00	0 <del>p</del> .71	0 <del>p</del> .71	09.91	16.20	16.20	00.91	15.20	14.80	14.20	14.00	13.60	13.60	12.80	12.00
Total	Zabinski	19 20	15 21	18 19	13 19	16 20	18 19	13 14	14 15	16 16	15 16	11 16	14 15	14 14	11 12	15 12	14 15	12 12	11 10	10 8
	Christy	3 24	9 23	7 21	8 19	9 20	6 20	9 20	7 20	6 19	6 17	5 19	4 18	5 18	3 18	4 16	2 15	5 15	4 14	3 19
	Adams	23 18	22 19	20 17	23 18	15 19	14 16	21 19	17 17	14 16	17 16	19 15	15 14	13 15	17 13	13 14	12 12	14 15	15 14	10 13
	98619VA	4.000	4.000	3.200	4.200	004.ε	008.£	008.E	004.E	004.4	4.000	009.Z	3.000	009.£	000.4	3.000	004.E	3.400	3.400	008.2
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lidelie	iasnidsZ	3	m	2	3	2	4	e	3	3	2	2	3	м	2	ж	3	м	3	1
Resource Availability	Christy	2	5	4	4	4	4	4	4	5	4	3	4	4	4	4	3	m	3	4
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hance	Christy	· ·	4	m	7	m	m	4	4	10	2	2	m	4	2	m	3	m	4	m
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Quality of Life	Christy	4	m	4	4	4	4	4	2	Ŋ	Ŋ	S	Ŋ	4	2	7	2	S	ıs	m
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	9gs19vA	008.4	4.400	009.4	009.8	002.4	009.ε	000.4	004.8	1.600	009.1	008.8	008.S	008.1	009.1	000.ε	002.τ	1.400	1.200	1.800
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	Outcome	nterested parties ing that diversify	rove Blandin Pape site for UPM	portunities.	n uses at the	more jobs.	vacant buildings t nercial businesse:	in of a hotel in the	nily housing to	ployees retire, roactively plannin rice to the	Road, Mornes ake Country	tment store.	issist in revitalizing northeast and rhoods.	reate "spring/fall n in the communi	ging streets	ion of expanded r	munity to addres	e to develop a pla City of Grand e in Bemidji).	osed pedestrian	nprove more
	Description of Council Member Outcome	Continue to work with and assist interested parties in providing high paying manufacturing that diversify our economic base.	lake the steps the City can to improve Blandin Paper Company's position as a preferred site for UPM capital investment.	upport three business growth opportunities.	Explore ways of expanding aviation uses at the airport.	More businesses for tax base and more jobs.	Promote township hall and other vacant buildings to create new small to mid size commercial businesses.	Promote and facilitate construction of a hotel in the center city.	Develop alternatives for single family housing to include all income classes.	As department heads and key employees retire, ensure a seamless transition by proactively planning to ensure a quality delivery of service to the	Acquire electrical system on River Road, Mornes Acquire alectrical system on River Road, Mornes	ower. More aggressively pursue a department store.	Find partnering organizations to assist in revitalizing residential housing in northwest, northeast and southeast Grand Rapids neighbourhoods.	Work with Visit Grand Rapids to create "spring/fall season" events to increase tourism in the community	imely plan for maintaining our aging streets	Provide leadership in the promotion of expanded rail services in the greater Itasca County area to support	ocal manuacurers. Collaborate with ISD 318 and Community to address facility needs	Work with the Housing Task Force to develop a plan to implement a rental code in the City of Grand Rapids (could be similar to the one in Bemidji).	facilitate the funding of the proposed pedestrian bridge across the Mississippi River.	Redesign and obtain funding to improve more effective use of Central School grounds by a broader
	Description	Continue to work w providing high payi our economic base	Take the steps the Company's position capital investment.	Support three	Explore ways airport.	More busines	Promote tow create new sr	Promote and center city.	Develop alternatives for s	As departme ensure a sear to ensure a q	Acquire elect Road, and Da	More aggress	Find partneri residential ht southeast Gr	Work with Vi	Timely plan f	Provide leads services in th	Collaborate with ISD facility needs	Work with th to implemen Rapids (could	Facilitate the bridge across	Redesign and effective use

Work with the Art & Culture Commission to complete						_		- 00		_	_	00	L	Г		_		L	_		_	_				01	6	
a study that reviews the need for an entertainment  venue on the Mississippi River.	1 1	1 1	1.00	2	1	2	1 1	1.40	4 5	5	4	4.00	4	3 6	4 2	1	08.Z	4	4 3	1	1	2.60 ⊢	15 14	15	9 6	3.11.	0.4	70
Assist MDI in building a regional recycling facility.			00		$\vdash$	H		00			H	00		F		H	oc	F		T	f	~				08	0	
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Develop a plan to improve sidewalk snow removal in			0					0		F		0	$\vdash$	L		H	0	H	L		F	L				o	ļ	
Grand Rapids to make the community more walkable	-,	-	1.00	00:-	-	-	-	00.1	2	u	-	09.ε	,		0	,	09.2		2	C	50 6	00.8	01	7	,	Z.11	6 <b>Z</b> .£	77



## Legislation Details (With Text)

File #:

15-1872

Version: 1

Name:

Temporary Liquor Licenses

Type:

Agenda Item

Status:

Administration Department

File created:

12/16/2015

In control:

City Council

On agenda:

12/21/2015

Final action:

Title:

Consider approving temporary liquor licenses for Itasca Curling Club.

Sponsors:

Indexes:

Code sections:

Attachments:

Itasca Curling Club - Feb 2016

Itasca Curling Club - March 2016

Date

Ver. Action By

Action

Result

Consider approving temporary liquor licenses for Itasca Curling Club.

## **Background Information:**

The Itasca Curling Club has submitted applications for two events, Curling Speils on February 5, 6 & 7, 2016 and March 18, 19 & 20, 2016. The Clerk's office has received required fees and documentation.

#### **Staff Recommendation:**

Staff recommends approval.

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

Make a motion to approve temporary liquor licenses for Itasca Curling Club Speils on February 5, 6 & 7 and March 18, 19 & 20, 2016 and authorize submittal to State of Minnesota Alcohol & Gambling Enforcement.



## Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

## APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization		Date organize	d	Tax exempt number			
Itusca Curling Club		1905	5	3-75	136242		
Address	City	1 10	State		Zip Code		
902 Hate Lake Pointe Rd, POBURUS	Grand	Rapido	Minnesota		55744		
Name of person making application	. (0.73	Business pho		Home ph			
Ramona Sios Kand				218	256-2030		
Date(s) of event	Type of org	anization					
$2-5$ , $6 \times 7 - 2016$	Type or org	☐ Charitable	Religious	s 🔲 Othe	er non-profit		
•	City		State		Zip Code		
Organization officer's name		Rapids	Minnesota		55744		
Jee Kaczor		rapid I	State		Zip Code		
Organization officer's name	City	1 Regido.	Minnesota		55744		
Rebekah Xustake			State		Zip Code		
Organization officer's name	City	(Rapid)	Minnesota		55744		
Kaniana Syastrand			State		Zip Code		
Organization officer's name  Tulie Gokhand	City	Rapido	Minnesota		55744		
If the applicant will contract for intoxicating liquor service give the IHasca Carling Clab, 922	Hale La	the Point	2 Rd, 6	(and	Rapids, M		
If the applicant will carry liquor liability insurance please provide to Austria Utc. 2501:1100			nt or coverag	ge.			
West Bend Insurance	, 1,00	0,000					
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BE	PROVAL		ND GAMBLING	enforcemen	NT		
City or County approving the license			Date App	roved			
Fee Amount			Permit I	Date			
Date Food aid		City	or County E	mail Addr	ess		
Aud S		, and the second	or County Pl				
Signature City Clerk or County Official	Appro	ved Director Alc	cohol and Ga	mbling En	forcement		

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



## Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

## APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization		Date organiz	ed	Tax exempt r	number
Itusca Curling Club		194	5	23-123	6242
Address	City		State		ip Code
902 Hule Lake Pointe Rd, Pu Ber 203	Grand	Repids	Minnesota		55744
Name of person making application		Business ph		Home phon	
Ramona Syaswand				218 250	2030
Date(s) of event	Type of or	ganization			
March 18, 19 + 20, 2014	Club	Charitable	Religiou	other n	ion-profit
Organization officer's name	City		State		ip Code
Joe Kaczer	Clane	1 Fapras	Minnesota		55744
Organization officer's name	City		State		ip Code
Rebekah Kustike	Gran	1 Repuds	Minnesota		55744
Organization officer's name	City	/	State		Zip Code
Ramona Synskand	Gran	dRapid:	Minnesota		55744
Organization officer's name		,			Zip Code
Julie Cothaid	Gran	na Rapid	Minnesota	3	55744
If the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will contract for intoxicating liquor service give the applicant will be applied to the applicant will be applied to the applicant will be applied to the applied to	100 Hale	Lake F	Pointe Rd	Grand	Rapids, 1
If the applicant will carry liquor liability insurance please provide	the carrier's	name and amo	ount of covera	ge.	
Itasca Reliable	2113412	once (o		0.00	
West Blad 2		5/	1,000,00	2000	
APPLICATION MUST BE APPROVED BY CITY OR COUNTY	APPROVAL BEFORE SUBMIT	TING TO ALCOHOL	AND GAMBLING	ENFORCEMENT	
City or County approving the license			Date Ap		
Fee Amount			Permit	Date	
12-16-15 Date Fee Paid	)	Ci	ty or County E	mail Address	
X-710(/C		Ci	ty or County F	hone Numbe	r
Signature City Clerk or County Official	Appro	oved Director A	Alcohol and G	ambling Enfor	cement
CLERKS NOTICE. Submit this form to Aicoho, and Gambling Enfo	w. amant Div	ision 30 days p	nor to event		

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



## Legislation Details (With Text)

File #:

15-1873

Version: 1

Name:

**VERIFIED CLAIMS** 

Type:

Agenda Item

Status:

Verified Claims

File created:

12/17/2015

In control:

City Council

On agenda:

12/21/2015

Final action:

Title:

Consider approving the verified claims for the period December 8, 2015 to December 14, 2015 in the

total amount of \$389,347.25.

Sponsors:

Indexes:

Code sections:

Attachments:

CITY COUNCIL BILL LIST 12-21-15.pdf

Date

Ver. Action By

Action

Result

Consider approving the verified claims for the period December 8, 2015 to December 14, 2015 in the total amount of \$389,347.25.

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

Consider approving the verified claims for the period December 8, 2015 to December 14, 2015 in the total amount of \$389,347.25.

DATE: 12/17/2015 TIME: 12:01:02

CITY OF GRAND RATTED DEPARTMENT SUMMARY REPORT

PAGE: 1

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 12/21/2015

	INVOICED BOL ON BELONE 12/21/2010	
VENDOR #	NAME 	AMOUNT DUE
GENERAL FUND	OTTO MON PURCHER	
	CTS-NON BUDGETED BRAUN INTERTEC CORPORATION	520.00
	MARY JO WIMMER	100.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	620.00
RIITI DING MAIN	TENANCE-CITY HALL	
0113233	AMERIPRIDE LINEN & APPAREL	33.80
	BURGGRAF'S ACE HARDWARE INC	5.47 28.85
	COLE HARDWARE INC TRU NORTH ELECTRIC LLC	1,489.06
	TOTAL BUILDING MAINTENANCE-CITY HALL	1,557.18
ENGINEERING		
1900225	SEH-RCM	130.00
	TOTAL ENGINEERING	130.00
FIRE		
	BRIER CLOTHING BURGGRAF'S ACE HARDWARE INC	134.90 861.13
0315455	COLE HARDWARE INC	108.84
0701650	GARTNER REFRIGERATION CO	69.90
0717996 1801615	GRAND ITASCA CLINIC RAPIDS WELDING SUPPLY INC	882.33 1,579.00
2018335	TRI AIR TESTING INC	164.00
	VOLUNTEER FIREMANS BENEFIT	11.00
2300600	W.P. & R.S. MARS COMPANY	71.24
	TOTAL FIRE	3,882.34
PUBLIC WORKS	DUDGGDAELG AGE HADDHADE ING	116.16
	BURGGRAF'S ACE HARDWARE INC CARQUEST AUTO PARTS	97.20
0315455	COLE HARDWARE INC	303.16
0514802	ENVIROTECH SERVICES INC ERICKSON'S ITASCA LUMBER INC	9,521.10 294.50
0518366 0914732	INTERSTATE POWER SYSTEMS INC	2,950.99
1621125	PUBLIC UTILITIES COMMISSION	209.33
1916240 2018560	SPECIALTY TURF AND AG TROUT ENTERPRISES INC	2,244.06 350.00
2300765	W.W. WALLWORK INC	164.73

CITY OF GRAND RAPIDS DATE: 12/17/2015 TIME: 12:01:02 PAGE: DEPARTMENT SUMMARY REPORT ID: AP443000.CGR INVOICES DUE ON/BEFORE 12/21/2015 VENDOR # NAME AMOUNT DUE GENERAL FUND PUBLIC WORKS 16,251.23 TOTAL PUBLIC WORKS FLEET MAINTENANCE 1301720 MATCO TOOLS 352.96 1801615 RAPIDS WELDING SUPPLY INC 449.00 TOTAL FLEET MAINTENANCE 801.96 POLICE 0103325 ACHESON TIRE COMPANY INC 0315455 COLE HARDWARE INC 0701650 GARTNER REFRIGERATION CO 537.16 6.79 69.90 1201434 LAKE WOODS CHRYSLER 225.50 1301025 MAKI BODY & GLASS 437.40 1609925 PIZZA WORKS 29.88 TOTAL POLICE 1,306.63 CENTRAL SCHOOL U6U9457 FILTHY CLEAN INC 0701650 GARTNER BREE 1,400.00 GARTNER REFRIGERATION CO 3,628.00 2018680 TRU NORTH ELECTRIC LLC 522.80 TOTAL 5,550.80 AIRPORT 0315472 COMFORT HEATING LLC 0504825 EDWARDS OIL INC 1608345 PHILS GARAGE DOOR 485.63 447.20 1,122.00 2,054.83 TOTAL CIVIC CENTER GENERAL ADMINISTRATION 0113233 AMERIPRIDE LINEN & APPAREL 98.66 67.94 0221650 BURGGRAF'S ACE HARDWARE INC 0315495 COMMERCIAL REFRIGERATION 1,055.00 0501656 THE EARTHGRAINS COMPANY INC 119.29

DATE: 12/17/2015 TIME: 12:01:02 ID: AP443000.CGR

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/21/2015

	INVOICES DUE ON/BEFORE 12/21/2015	
VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINI 0605670 0701650 0718009 0718035 1301168 1605611 1901535 1909510 2116600	FERRELLGAS GARTNER REFRIGERATION CO GRAND RAPIDS ARCHERS INC	270.00 2,500.00 270.00 148.50 103.49 1,946.51 1,202.54 621.37 956.05
2209421		
	TOTAL GENERAL ADMINISTRATION	9,599.55
OFFICE CARTES IND	DRY DROTECTIC	
GENERAL CAPITAL IMP NEIGHBORHOOD &	ECON DEV	1 001 50
0218115	BRAUN INTERTEC CORPORATION	1,831.50
	TOTAL NEIGHBORHOOD & ECON DEV	1,831.50
	COLLABORATION MARY JO WIMMER	3,100.00
	TOTAL MUNICIPALITIES COLLABORATION	3,100.00
	TOTTLE HONTOTTHEFTED COMMISSION	,
CAPITAL EQPT REPLAC	CEMENT FUND	
CAPITAL OUTLAY 2009500	ENGINEERING TIMMONS GROUP INC	6,266.00
	TOTAL CAPITAL OUTLAY-ENGINEERING	6,266.00
	TOTAL CALITAL OUTLAND ENGINDERING	0,200.00
2016 INFRASTRUCTURE	BONDS	
2017-1 5TH ST 1900225		9,778.94
1300223	TOTAL 2017-1 5TH ST N	9,778.94
	TOTAL ZOT7-1 STR ST N	J, 110.J
STORM WATER UTILITY		
	MACQUEEN EQUIPMENT INC TIMMONS GROUP INC	56.41 9,399.00
	TOTAL	9,455.43
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 72,186.37

DATE: 12/17/2015 CITY OF GRAND RAPIDS TIME: 12:01:03 DEPARTMENT SUMMARY REPORT

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 12/21/2015

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR		
PRIOR APPROVAL		
	D. ANDERSON - CHANGE FUND	2,660.00
	APPLE VALLEY, CITY OF	1,294.00
0212751	BLUE CROSS BLUE SHIELD	89.88
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
	TONY CLAFTON	195.50
	CITY OF COLERAINE	401.52
0405200	CITY OF DEER RIVER	1,200.38
	GRAND RAPIDS CITY PAYROLL	288,316.49
	CITY OF HILL CITY	832.20
	ICTV	150.00
	ITASCA COUNTY RECORDER	46.00
	MEDIACOM	11.03
1309098	MINNESOTA DEPT OF ADMN	606.00
1309147	MACTA	550.00
1315654	NATHAN MORLAN	172.05
1405850	NEXTERA COMMUNICATIONS LLC	432.72
1609561	PIONEER TELEPHONE	8.17
	PUBLIC UTILITIES COMMISSION	706.20
1621130	P.U.C.	12,146.43
1621225	JEREMIAH PUELSTON	75.00
	VERIZON WIRELESS	3,120.65
	VISA	2,237.66
2305447	WELLS FARGO BANK NA	1,650.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$317,160.88

TOTAL ALL DEPARTMENTS

389,347.25

PAGE: 4



## Legislation Details (With Text)

File #:

15-1874

Version: 1

Name:

Consider adopting a resolution accepting a \$500.00

dollar donation of Target gift certificates from David & Alice Billings to the Police Department to be

distributed by police officers' at their discretion.

Type:

Agenda Item

Status:

Administration Department

File created:

12/21/2015

In control:

City Council

On agenda:

12/21/2015

Final action:

Title:

Consider adopting a resolution accepting a \$500.00 dollar donation of Target gift certificates from David & Alice Billings to the Police Department to be distributed by police officers' at their discretion.

Sponsors:

Indexes:

Code sections:

Attachments:

PD Target Gift Card Donation

Date

Ver. Action By

Action

Result

Consider adopting a resolution accepting a \$500.00 dollar donation of Target gift certificates from David & Alice Billings to the Police Department to be distributed by police officers' at their discretion.

## **Background Information:**

David & Alice Billings approached an officer from the Grand Rapids police department and gave the officer 10 \$50.00 Target gift certificates totaling \$500.00. They expressed their desire that the gift certificates be distributed by police officers' to the public at their discretion.

#### **Staff Recommendation:**

Please consider adopting a resolution to accept a donation of \$500.00 dollars in Target gift certificates to the police department to be distributed by officers to the public at their discretion.

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

If the Council so desires, please consider adopting a resolution to accept a donation of \$500.00 dollars in Target gift certificates to the police department to be distributed by the officers' to the public at their discretion.

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

#### **RESOLUTION NO. 15-**

# A RESOLUTION ACCEPTING A \$500.00 DONATION FROM DAVID & ALICE BILLINGS TO THE GRAND RAPIDS POLICE DEPARTMENT TO BE USED FOR CHARITABLE PURPOSES

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

• David and Alice Billings has donated Ten (10) \$50.00 Target Gift Cards to the Grand Rapids Police Department to be used for charitable purposes.

Adopted this 21st day of December 2015	
	Dale C. Adams, Mayor
Attest:	
Kimberly 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.