



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, July 28, 2014

5:00 PM

City Hall Council Chambers

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**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, July 28, 2014 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:01 PM PUBLIC FORUM**

**5:05 PM COUNCIL REPORTS**

**5:09 PM APPROVAL OF MINUTES**

**14-0687** Approve Council minutes for July 14, 2014 Regular Meeting and July 24, 2014 Emergency Meeting.

**Attachments:** [July 14, 2014 Regular Meeting](#)  
[July 24, 2014 Emergency Meeting](#)

**5:10 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. **14-0639** Consider entering into an Amended Contract for Auditing Services with HLB Tautges Redpath, Ltd. for 2014 for an amount not to exceed \$50,250.

**Attachments:** [Amended Contract for Auditing Services.pdf](#)

2. **14-0665** Consider approving a resolution accepting donation of \$100.00 from the VFW Post #1720 to be used towards the 4th of July Fireworks.

**Attachments:** [VFW Resolution.pdf](#)

3. **14-0675** Consider adopting a resolution accepting a \$615,552 grant from the DEED Small Cities Development Program.

**Attachments:** [Resolution Accepting SCDP Grant from DEED](#)  
[Grant Approval Letter from DEED](#)

4. **14-0682** Consider approval of a contract with the Itasca County Housing and Redevelopment Authority (ICHRA) for administrative services associated with the Small Cities Development Program (SCDP) Commercial and Residential Rehabilitation grant.  
**Attachments:** ICHRA SCDP Administration Contract
5. **14-0690** Consider approving Change Order 1 related to CP 2012-12, Safe Routes To School Project for a credit in the amount of \$493.00.  
**Attachments:** 7-28-14 Attachment CP 2012-12 SRTS CO1.pdf
6. **14-0697** Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension Plans reporting Year 2014, and the 2013 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.  
**Attachments:** Fire Relief 2014 Financials.pdf
7. **14-0703** Consider adopting a resolution accepting a \$17,343.00 grant from the IRRRB Residential Redevelopment Program.  
**Attachments:** Resolution accepting Resid. Redev. IRRRB grant.pdf
8. **14-0706** Consider carpet replacement for Administration and Finance departments.
9. **14-0707** FTJ FundChoice Amendments.  
**Attachments:** FTJ FundChoice Amendment I  
FTJ FundChoice Amendment II

**5:12 SETTING OF REGULAR AGENDA**  
**PM**

*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**

10. **14-0708** Acknowledge minutes for Boards & Commissions.  
**Attachments:** June 11, 2014 PUC Minutes  
June 17, 2014 Golf Board minutes

**5:13 DEPARTMENT HEAD REPORT**  
**PM**

11. **14-0688** Engineering Department Head Report ~ Julie Kennedy

**5:23 COMMUNITY DEVELOPMENT**  
**PM**

12. [14-0700](#) Consider awarding a quote to American Disposal in the amount of \$33,077.00 for the demolition and removal of 4 residential structures
13. [14-0701](#) Consider awarding a quote to North Country Abatement in the amount of \$9,850.00 for hazardous material abatement in 3 residential structures

**5:33 ENGINEERING  
PM**

14. [14-0691](#) Consider approving Change Order 1 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$21,179.03  
**Attachments:** [7-28-14 Attachment CP 2011-2 CLB CO1.pdf](#)
15. [14-0692](#) Consider approving Change Order 2 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$59,313.05  
**Attachments:** [7-28-14 Attachment CP 2011-2 CLB CO2.pdf](#)

**5:43 ADMINISTRATION DEPARTMENT  
PM**

16. [14-0705](#) Appointment of Donald Wilson to Firefighter position and Jacob Barsness to Firefighter Trainee position.

**5:45 VERIFIED CLAIMS  
PM**

17. [14-0696](#) Consider approving the verified claims for the period July 8, 2014 to July 21, 2014 in the total of \$828,058.41, of which \$384,706.67 are bond payments.  
**Attachments:** [Council Bill List 07-28-14.pdf](#)

**6:00 PUBLIC HEARINGS  
PM**

18. [14-0694](#) Conduct a Public Hearing for review and proposed adoption of the resolution approving property tax abatement related to public facility improvements in the City of Grand Rapids and consider the issuance of tax abatement bonds
19. [14-0695](#) Consider adopting a resolution approving Property Tax Abatement related to public facility improvements in the City of Grand Rapids and authorizing the issuance of Tax Abatement Bonds.  
**Attachments:** [Grand Rapids 2014 Abatement Resolution.pdf](#)
20. [14-0698](#) Conduct a Public Hearing for adopting a five-year Capital Improvement Plan of the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.  
**Attachments:** [Grand Rapids 2014-2019 CIP.pdf](#)
21. [14-0704](#) Consider approving a resolution adopting the Five-Year Capital Improvement Plan for

the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.

**Attachments:** Grand Rapids Resol Approving 2014-2019 CIP.pdf

**7:00 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 11, 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**  
 IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0687      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 7/21/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Approve Council minutes for July 14, 2014 Regular Meeting and July 24, 2014 Emergency Meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [July 14, 2014 Regular Meeting](#)  
[July 24, 2014 Emergency Meeting](#)

Date	Ver.	Action By	Action	Result
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Approve Council minutes for July 14, 2014 Regular Meeting and July 24, 2014 Emergency Meeting.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, July 14, 2014

5:00 PM

City Hall Council Chambers

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**5:00 PM**    **CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, July 14, 2014 at 5:10 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

### Others Present:

*Tom Pagel, Chad Sterle, Lynn DeGrio, Jeff Davies, Rob Mattei, Jim Denny, Barb Baird, Eric Trast*

### PRESENTATIONS/PROCLAMATIONS

Construction update - Julie Kennedy, City Engineer

*~Crystal Blvd project on schedule, with street openings for summer events noted*

*~Safe Routes to school to be awarded*

*~Update on striping on 5th street and "how-to" for bike lanes.*

**5:05 PM**    **MEETING PROTOCOL POLICY**

### PUBLIC FORUM

*Rick Luthan, 1410 NW 5th Street, Grand Rapids. Explains that in the past, his family had a dock on part of Forest Lake that is City property. Following a complaint, the dock has since been removed. Mr. Luthan is requesting permission to replace the dock. Attorney Sterle discusses liability issues attached to having a privately owned dock on City property. Council will review situation and get back to Mr. Luthan.*

### COUNCIL REPORTS

*Councilor Sanderson distributes flyer on "Why Treaties Matter" exhibit at the Grand Rapids Area Library and notes that this event is open to the public at no charge.*

**5:10 PM**    **APPROVAL OF MINUTES**

Approve Council minutes for Monday, June 23, 2014 Regular meeting.

**A motion was made by Councilor Barb Sanderson, seconded by Councilor Joe Chandler, to approve Council minutes as presented. The motion PASSED by unanimous vote.**

**5:11 PM CONSENT AGENDA**

1. Consider approving a resolution accepting a donation of a \$50.00 American Express gift card from Mediacom to be used at the Itasca Calvary Cemetery.  
**Adopted Resolution 14-55 by consent roll call**
2. Void lost Accounts Payable check #118841, issue a new check and waiving bond requirements for check issued to Tia Marie Halvorson in the amount of \$3,324.00.  
**Approved by consent roll call**
3. Approve temporary liquor licenses for MacRostie Art Center First Friday events, scheduled for August 1, 2014 and September 5, 2014 located at 405 NW 1st Avenue, Grand Rapids.  
**Approved by consent roll call**
4. Approve amended by-laws for Arts & Culture Commission.  
**Approved by consent roll call**
5. Authorize the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2014-2015 school year.  
**Approved by consent roll call**
6. Consider approving the balancing change order related to CP 2012-3, 4th Avenue NE and CP 2013-1, 7th Avenue NW Reconstruction.  
**Approved by consent roll call**
7. Consider approving the balancing change order related to CP 2012-4A, CP 2010-2, and CP 2013-3, Citywide and Remer DeSchepper Overlays and 1st Avenue NE-Friesen Addition Construction.  
**Approved by consent roll call**
8. Enter into a contract with Stauber's Goalcrease  
**Approved by consent roll call**
- 9.

Request by the Police Department to adopt a resolution accepting \$ 24,855.44 worth of tactical equipment from the Northeast Law Enforcement Administrators Council.

**Adopted Resolution 14-56 by consent roll call**

10. Consider approving a resolution accepting donation of \$100.00 from the Fraternal Order of Eagles #2469 to be used towards the 4th of July Fireworks.

**Adopted Resolution 14-57 by consent roll call**

12. Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the issuance of Capital Improvement Bonds to finance capital expenditures under a five-year capital improvement plan.

**Adopted Resolution 14-58 by consent roll call**

13. Consider adopting a resolution authorizing the award of a construction contract with Hammerlund Construction in the amount of \$191,000.00 for CP 2012-12, the Safe Routes To School (SRTS) Project.

**Adopted Resolution 14-59 by consent roll call**

14. Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the the abatement of all or a part of the taxes levied by the City on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance the public infrastructure improvements.

**Adopted Resolution 14-60 by consent roll call**

- 14a. Consider accepting the 2013 Comprehensive Annual Financial Report, the Report on Internal Controls, and the Report on Compliance with Minnesota Legal Compliance Audit Guide.

**Approved by consent roll call**

- 14b. Request by the Police Department to approve a resolution accepting a donation of \$500.00 from Grand Rapids State Bank for the Grand Rapids Police Reserves equipment fund.

**Adopted Resolution 14-61 by consent roll call**

- 14c. Approve a grant request to the Blandin Foundation for Collaboration Facilitation

**Approved by consent roll call**

- 14d. Consider the sale of a portion of Lots 2-10 and 13-15, Block 21, Third Division of Grand Rapids to Marvin Development, LLC for a price of \$2,400.00.

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Chandler, seconded by Councilor Sanderson, to approve the Consent agenda with additions. The motion carried by the**



following vote

- Aye 5 - Councilor Barb Sanderson
- Councilor Dale Christy
- Councilor Ed Zabinski
- Councilor Joe Chandler
- Mayor Dale Adams

**5:14 PM SETTING OF REGULAR AGENDA**

**A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.**

**5:15 PM ACKNOWLEDGE BOARDS & COMMISSIONS**

- 15. Acknowledge minutes for Boards & Commissions

**Acknowledged:**  
**GREDA Minutes: April 10, 2014, May 8, 2014 & May 22, 2014**  
**Arts & Culture: June 2, 2014 & June 20, 2014**  
**HRA: May 21, 2014**

**5:16 PM DEPARTMENT HEAD REPORT**

- 16. Administration Department ~ Tom Pagel

*City Administrator Pagel acknowledges staff for the Administration Department and reviews City projects, programs and activities*

**5:26 PM COMMUNITY DEVELOPMENT**

- 17. Consider adopting the SCDP Commercial and Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook.

**A motion was made by Councilor Joe Chandler, seconded by Councilor Barb Sanderson, to approve this agenda item as presented. The motion PASSED by unanimous vote.**

**5:30 PM POLICE DEPARTMENT**

- 18. Accept the Civil Service list of certified candidates for Security Officers. Appoint Jeff Lyman and Carl Fisher to the position of full-time Security Officer and appoint Gregg Deutsch, Karl Newman, Joe Rabbers, Samantha Perry, Jeffrey Roerick and Gary DeGrio to the position of part-time Security

Officer.

**A motion was made by Councilor Zabinski, seconded by Councilor Christy, to approve this agenda item as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**Recess regular meeting for scheduled public hearing.**

**6:00 PUBLIC HEARINGS  
PM**

26. Conduct a Public Hearing to consider the adoption of an Ordinance that would amend Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.

*Mayor Adams states the reason for the public hearing, noting that this is the time and place for all those interested in speaking regarding the proposed Ordinance. City Clerk Gibeau states that proper notice has been given and the Clerk's office has not received any written correspondence addressing this matter.*

*Mr. Rob Mattei, Community Development, provides background information regarding proposed Ordinance changes.*

**A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to open the public hearing. The motion PASSED by unanimous vote.**

*No one wished to speak, therefore the following motion was made.*

**A motion was made by Councilor Joe Chandler, seconded by Councilor Barb Sanderson, to close the public hearing. The motion PASSED by unanimous vote.**

27. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.

**A motion was made by Councilor Christy, seconded by Councilor Zabinski, to adopt Ordinance 14-07-01, amending Section 30-261 and Section 30-266 of Article V, Chapter 30 of the Municipal Code. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

- 27a. Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule to include a fee for "Payment in Lieu of Commercial Land Dedication".

**A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to adopt Resolution 14-62, amending the City-Wide Fee Schedule as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**5:35 ADMINISTRATION DEPARTMENT  
PM**

19. A request from Waste Management for a rate increase in accordance with the license agreement.

*Agenda notes request by Waste Management to implement a rate increase. 2.7% increase is calculated. Darrell Holkstra directs the Council to handout addressing the rate increase questions.*

**A motion was made by Councilor Chandler, seconded by Councilor Sanderson, to approve implementation of rate increase as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

20. Consider accepting the notice of retirement from Mary Saxton from the position of Clerk III - Library Office and Technical Processes.

**A motion was made by Councilor Barb Sanderson, seconded by Councilor Ed Zabinski, to approve this agenda item as presented. The motion PASSED by unanimous vote.**

21. Consider accepting the notice of resignation from Dustin Lane, Firefighter.

**A motion was made by Councilor Joe Chandler, seconded by Councilor Dale Christy, to approve this agenda item as presented. The motion PASSED by unanimous vote.**

25. Consider allowing an additional carry over of 51.75 accumulated Flexible Time Off hours for Police Officer Gary O'Brien.

**A motion was made by Councilor Barb Sanderson, seconded by Councilor Dale Christy, to approve this agenda item as presented. The motion PASSED by unanimous vote.**

22. A resolution awarding a contract to Nelson Roofing for the roof replacement on the IRA Civic Center

**A motion was made by Councilor Christy, seconded by Councilor Zabinski, to adopt Resolution 14-63, awarding contract for IRA Civic Center roof replacement to Nelson Roofing. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

23. A resolution approving the referendum language for a local sales tax.

**A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to adopt Resolution 14-64, approving referendum language for local sales tax. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

24. Consider a land lease with Deer River Hired Hands at the former Public Works garage property.

**A motion was made by Councilor Chandler, seconded by Councilor Sanderson, to approve this agenda item as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**6:20 VERIFIED CLAIMS  
PM**

28. Consider approving the verified claims for the period June 17, 2014 to July 7, 2014 in the total amount of \$1,494,110.29, of which \$150,000.00 is investments.

*Councilor Chandler requests information regarding bill for Zion Lutheran for \$100. This is the deposit required by the church for use as a polling place during the election process.*

**A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to approve the verified claims as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**6:25 ADJOURNMENT  
PM**

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Joe Chandler, to adjourn the meeting at 6:47 PM. The motion PASSED by unanimous vote.**

**ADJOURNMENT**

*Respectfully submitted: Kimberly Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Thursday, July 24, 2014

12:00 PM

Conference Room 2B

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### EMERGENCY MEETING

**CALL TO ORDER:** Pursuant to due notice and call thereof an Emergency Meeting of the Grand Rapids City Council was held on Thursday, July 24, 2014 at 12:02 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### CALL OF ROLL

**Present** 4 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams

**Absent** 1 - Councilor Joe Chandler

#### Others present:

*Tom Pagel, Lynn DeGrio, Media personnel*

Appointment of Interim Chief of Police

*Administrator Pagel reviews request requested FMLA for Police Chief Jim Denny. Mr. Scott Johnson is a retired Police Chief and law enforcement instructor and would be an excellent option for stepping in to the position as interim.*

*At an emergency meeting of the Police Civil Service Commission held earlier this morning, the Commission recommends the Council appoint Mr. Scott Johnson to the position of interim Police Chief.*

*Councilor Sanderson provides knowledgeable background on Mr. Johnson and highly recommends him for the position.*

**A motion was made by Councilor Sanderson, seconded by Councilor Christy, to appoint Mr. Scott Johnson as requested. The motion carried by the following vote.**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams

#### ADJOURNMENT

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Dale Christy, to adjourn the meeting at 12:11 PM. The motion PASSED by unanimous vote.**

**ADJOURNMENT**

*Respectfully submitted: Kim Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0639      **Version:** 2      **Name:** 2014 Amended Auditing Contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/9/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider entering into an Amended Contract for Auditing Services with HLB Tautges Redpath, Ltd. for 2014 for an amount not to exceed \$50,250.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Amended Contract for Auditing Services.pdf](#)

Date	Ver.	Action By	Action	Result
7/21/2014	1	Finance Committee	Forward	

Consider entering into an Amended Contract for Auditing Services with HLB Tautges Redpath, Ltd. for 2014 for an amount not to exceed \$50,250.

**Background Information:**

The amended contract with Tautges Redpath was up with the completion of the 2013 audit. In discussing the audit for the next year with Dave Mol, partner at Tautges Redpath, they would definitely like to keep the City as a client. Their proposal would be to increase the cost of the City audit and financial statement preparation by 1.5%. The proposal keeps the Single Audit and out of pocket expenses the same. If we do not receive federal funds over \$500,000, there would not need to be a Single Audit at all.

**Staff Recommendation:**

Authorize the Mayor and City Administrator to sign the the Amended Contract for Auditing Services for 2014.

**Requested City Council Action**

Consider entering into an Amended Contract for Auditing Services with HLB Tautges Redpath, Ltd. for 2014 for an amount not to exceed \$50,250 and authorize the Mayor and City Administrator to sign the Amended Contract for Auditing Services for 2014.



**CLIENT COPY**

**AMENDED CONTRACT FOR AUDITING SERVICES**

THIS CONTRACT is made and entered into by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the "City", and Redpath and Company, Ltd. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City is seeking auditing services; and

WHEREAS, the Contractor can provide those services needed.

NOW THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the Contractor as follows:

**1. Scope of Services**

It shall be the general intent of the Scope of Services to have the Contractor perform auditing services as defined in Exhibit "A".

**2. Rate of Compensation**

Compensation to the Contractor will be as specified in Exhibit "B".

**3. Condition of Payment**

All services provided by the Contractor pursuant to this Contract shall be performed to the satisfaction of the City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the City to be unsatisfactory, or performed in violation of federal, state, and local laws, ordinances, rules or regulations.

Invoices will be submitted on a monthly basis for work performed.

**4. Time of Performance**

The contract will be for the year 2014.

All work authorized by the City through this Agreement will be performed in a timely manner and in accordance with a time schedule shown in Exhibit "A".

**5. Ownership of Work Product**

The original documents and work product prepared by the Contractor under this Contract shall be the property of the Contractor.

**6. Termination of the Contract**

Either party may cancel this Contract at any time by giving written notice to the other party at east fifteen (15) calendar days prior to the effective date of the termination. The Contractor shall be paid for the work performed prior to the effective date of termination based upon the payment terms of this Contract. Such payment shall not exceed the maximum amount provided for by the terms of this Contract. Notice to the City shall be mailed or delivered to Barbara Baird, Finance Director, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744. Notice to the Contractor shall be delivered to ATTN:

David J. Mol, Redpath and Company, Ltd., 4810 White Bear Parkway, White Bear Lake, Minnesota 55110.

**7. Independent Contractor**

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the City and Contractor. Contractor is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents, or representatives of the city. Except as otherwise provided herein, Contractor shall maintain, in all respects, its present control over the means and personnel by which this Contract is performed. From any amounts due Contractor, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Contractor.

**8. Choice of Law**

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

**9. Additional Services**

In the event that a substantial change is made in the scope, complexity or character of the work contemplated under this Contract, or if it becomes necessary for the Contractor to make substantial revisions to documentation completed or in progress and which has been approved by the City, such work will be deemed extra work. For extra work, the Contractor will be compensated as mutually agreed upon by the parties to this Contract. Such extra work costs will not be charged against the maximum fee set forth above. Time extensions may be granted by the City to the Contractor for completion of this project if the City feels that the "extra work" warrants the extension. An amendment to this Contract will be executed by both parties, Contractor, and City, for any work deemed "extra work".

**10. Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation.

All items of work to be performed by the Contractor shall be done in accordance with the requirements and recommendations of, and subject to the approval of, the City.

**11. Subletting, Assignment, or Transfer**

No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of the City.

**12. Indemnity**

To the fullest extent of and only to the extent of proceeds available from Contractor's professional liability insurance, the contractor shall save and protect, hold harmless, indemnify and defend the City, its council members, officers, agents, employees and volunteer workers against any and all Liability, causes of action, claims, loss, damages or cost and expense arising from any professional errors and omissions and/or negligent acts and omissions of Contractor in the performance of this Contract.

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Contractor under this Contract. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in contractor's final reports and services.

**13. Insurance**

Consultant shall not commence work under this Contract until it has obtained at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Consultant until final completion of the work. Consultant further agrees that to protect itself as well as the City under the indemnity Contract set forth above, it shall at all times during the term of the Contract have and keep in force:

**A. Comprehensive General Liability**

Consultant shall obtain at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Consultant at all times this Agreement is in effect. Consultant further agree that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, they Consultant shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature.

**B. Professional Liability**

Professional liability insurance in a policy form acceptable to the City with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. Coverage shall include, but not be limited to reports, change orders, audits, or other work product of the Contractor.

**C. Workers' Compensation**

The consultant shall obtain and maintain for the duration of this Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

1. State: Minnesota – Statutory
2. Employer’s Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Contract, after which they shall be filed with the City. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither the City’s failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Consultant’s responsibility to comply with the insurance specifications.

The City may withhold payment for failure of the consultant to furnish certificates of insurance as required above.

**14. Settlement of Claims**

In any case where the Contractor deems that extra compensation is due for services, materials or damages not expressly required by the Contract or not ordered in writing by the City as extra work, the Contractor shall notify the City in writing before it begins any such work on which the claim is based. If such notification is not previously given or the claim is not separately and strictly accounted for, and approved by the City in writing before the Contractor commences said work, the Contractor hereby waives and releases forever any claim or costs for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of any claim by Contractor.

The parties agree that any dispute over extra services, or questions of whatever nature arising out of this contract not resolved between the parties must be submitted to mediation prior to any Litigation.

**15. Successors and Assigns**

The City and Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and Legal representatives of such other party with respect to all covenants of this Contract. Neither the City nor Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other.

**16. Equal Employment and Nondiscrimination and Affirmative Action**

In connection with the work under this Contract, Contractor agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

**17. Separability**

In the event any provision of this Contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**18. Entire Contract**

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between the City and Contractor relating to the subject matter hereof.

**19. Relationship with Others**

The Contractor shall cooperate fully with the City, local government officials, other auditors or City staff, and others as may be directed by the City.

**20. Covenant Against Contingent Fees**

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor and fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee) gifts or contingent fee.

**21. Laws**

The Contractor shall keep himself fully informed of all existing and current regulations of the city, county, state and federal laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations and shall protect and indemnify the City as provided in Article 12 of this Contract.

**22. Authorized Agent of the City of Grand Rapids**

The City of Grand Rapids shall appoint an authorized agent for the purpose of administration of this Contract. Contractor is notified of the authorized agent of the City is as follows:

Barbara Baird  
Finance Director  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744

**23. Modification of Contract**

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, signed by the Mayor and City Administrator of the City and the contractor and attached to the original of this Contract.

IN WITNESS WHEREOF, the City and the Contractor by their authorized partner or office have hereunto subscribed their names.

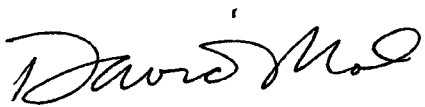
DATE: \_\_\_\_\_ CITY OF GRAND RAPIDS, MINNESOTA

By: \_\_\_\_\_  
Dale Adams, Mayor

By: \_\_\_\_\_  
Tom Pagel, City Administrator

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

\_\_\_\_\_  
REDPATH AND COMPANY, LTD.

By:  \_\_\_\_\_  
David J. Mol  
Its: Partner

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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We are pleased to confirm our understanding of the services we are to provide the City of Grand Rapids, Minnesota and Grand Rapids for the year ending December 31, 2014. The scope of services includes the following for each year of the engagement.

**Audit and Related Services**

- Audit of the basic financial statements with an “in-relation-to” opinion on the combining and individual fund statements, required supplementary information and other schedules. The Public Utilities Commission component unit will be audited by other auditors.
- Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.
- As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:
  - Management’s discussion and analysis
  - Schedule of funding progress - OPEB
- State Legal Compliance Audit.
- Preparation of separate Management Letter.
- Federal Single Audit, if needed.

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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**Nonaudit Services**

- Preparation of draft financial statement documents and processing the final documents.
- If required, preparation of draft single audit documents and processing the final documents.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.



**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

**Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
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Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
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**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

The Minnesota Legal Compliance Audit Guide for Local Government requires that we test whether the auditee has complied with certain provisions of Minnesota Statutes. Our audit will include such test of the accounting records and other procedures as we consider necessary in the circumstances.

**Engagement Administration, Fees and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
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We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Redpath and Company, Ltd. and constitutes confidential information. However, subject to applicable laws and regulations and documentation and appropriate individuals will be made available upon request in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation will be retained for a minimum of five years after the report release date or for any additional period requested by the federal agency. If we are aware that a federal awarding agency or auditee is contesting a finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

David J. Mol, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
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**Nonaudit Services**

The City employee(s) assigned to oversee the nonaudit services is as follows:

- Finance Director
- Assistant Finance Director
- Other Employee (name and title) \_\_\_\_\_



**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT B  
FEES**

*Page 1*

We agree that our fee for these services, including expenses, will not exceed the following:

	<u>2014</u>
City, including financial statement preparation	\$41,250
Federal single audit, if needed <sup>(1)</sup>	5,000
Out-of-pocket expenses	<u>4,000</u>
Total	<u><u>\$50,250</u></u>

<sup>(1)</sup> Assumes one major program

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary due to a change in the scope of services or delays in receiving audit information requests, we will discuss it with you and arrive at a new fee estimate.



**LIEM & COMPANY, P.C.**  
Certified Public Accountants & Business Consultants

Member  
Procter Companies Practice  
Section, Division of Firms,  
American Institute of  
Certified Public Accountants  
Arizona Society of Certified  
Public Accountants

### System Review Report

September 26, 2013

To the Shareholders of  
HLB Tautges Redpath, Ltd.  
and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of HLB Tautges Redpath, Ltd. (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of HLB Tautges Redpath, Ltd. in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. HLB Tautges Redpath, Ltd. has received a peer review rating of *pass*.

*LIEM & COMPANY, P.C.*

4455 East Camelback Road  
Suite 1290  
Phoenix, Arizona 85018  
Telephone (602) 667-6040  
Fax (602) 667-6139  
[www.liem.pa.com](http://www.liem.pa.com)



CITY OF  
GRAND RAPIDS  
ITS IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0665      **Version:** 1      **Name:** VFW Resolution  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/11/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider approving a resolution accepting donation of \$100.00 from the VFW Post #1720 to be used towards the 4th of July Fireworks.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [VFW Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution accepting donation of \$100.00 from the VFW Post #1720 to be used towards the 4th of July Fireworks.

**Background Information:**

The donation from the VFW Post #1720 will be used for 4th of July Fireworks.

**Staff Recommendation:**

Please consider approving a resolution to accept \$100.00 from the VFW Post #1720.

**Requested City Council Action**

Consider approving a resolution accepting donation of \$100.00 from the VFW Post #1720 to be used towards the 4th of July Fireworks.

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

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING A \$100 DONATION FROM THE VFW POST #1720 FOR  
THE INDEPENDENCE DAY FIREWORKS

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:

- The VFW Post #1720 has donated \$100 to be used toward the 4<sup>th</sup> of July Fireworks.

Adopted this 28th day of July 2014.

---

Dale C. Adams, Mayor

Attest:

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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 #:** 14-0675      **Version:** 1      **Name:** Consider adopting a resolution accepting a \$615,552 grant from the DEED Small Cities Development Program.

**Type:** Agenda Item      **Status:** Consent Agenda

**File created:** 7/15/2014      **In control:** City Council

**On agenda:** 7/28/2014      **Final action:**

**Title:** Consider adopting a resolution accepting a \$615,552 grant from the DEED Small Cities Development Program.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution Accepting SCDP Grant from DEED](#)  
[Grant Approval Letter from DEED](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a \$615,552 grant from the DEED Small Cities Development Program.

**Background Information:**

On February 10, 2014 of this year, the City Council authorized the submission of a full application to the Department of Employment and Economic Development (DEED) Small Cities Development Program (SCDP) for a grant to fund for six commercial rehabilitation projects and sixteen to twenty-seven residential (both rental and owner occupied) rehabilitation projects in the City of Grand Rapids.

We received notice from the Commissioner of DEED May 15, 2014 that the grant request had been approved and funded in its entirety.

The attached resolution accepts the \$615,552 grant from DEED.

**Requested City Council Action**

Consider adopting a resolution accepting a \$615,552 grant from the DEED Small Cities Development Program.

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

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING A \$615,552 SMALL CITIES DEVELOPMENT PROGRAM (SCDP) GRANT FROM THE DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) FOR SIX COMMERCIAL AND SIXTEEN TO TWENTY-SEVEN RESIDENTIAL (BOTH RENTAL AND OWNER OCCUPIED) REHABILITATION PROJECTS IN THE CITY GRAND RAPIDS

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, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$615,552.00 Small Cities Development Program grant award from the Minnesota Department of Employment and Economic Development for six commercial rehabilitation projects and sixteen to twenty-seven residential (both rental and owner occupied) rehabilitation projects in the City of Grand Rapids.

Adopted this 28<sup>th</sup> day of July 2014.

\_\_\_\_\_  
Dale 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: \_\_\_\_\_, whereby the resolution was declared duly passed and adopted.



May 15, 2014

The Honorable Dale Adams  
Mayor, City of Grand Rapids  
420 Pokegama Avenue  
Grand Rapids, MN 55744

Dear Mayor Adams:

I am pleased to inform you that your application for a 2014 Minnesota Small Cities Development Program grant has been approved for funding in the amount of \$615,552.

DEED staff will provide training opportunities for those implementing the grants on the dates, times and locations outlined at this link: <http://mn.gov/deed/images/SCDP-Implementation-Workshops.pdf>. Please share the importance of having those responsible for the grant administration and reporting to register and attend one of the trainings.

Patrick Armon is the DEED representative assigned to your grant. For additional information, please email him at [patrick.armon@state.mn.us](mailto:patrick.armon@state.mn.us) or call him at 651-259-7455.

My warm congratulations on this grant award to help enhance your community development efforts.

My best regards,

A handwritten signature in black ink that reads "Katie Clark Sieben". The signature is written in a cursive style.

Katie Clark Sieben  
Commissioner

C: The Honorable Tom Saxhaug, State Senator  
The Honorable Tom Anzelc, State Representative  
Amanda MacDonell, Property & Program Development Specialist, Itasca County HRA



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	14-0682	<b>Version:</b>	1	<b>Name:</b>	Consider approval of a contract with the Itasca County Housing and Redevelopment Authority (ICHRA) for administrative services associated with the Small Cities Development Program (SCDP) Commercial and Residential Rehabilitation grant.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Consent Agenda
<b>File created:</b>	7/16/2014	<b>In control:</b>			City Council
<b>On agenda:</b>	7/28/2014	<b>Final action:</b>			
<b>Title:</b>	Consider approval of a contract with the Itasca County Housing and Redevelopment Authority (ICHRA) for administrative services associated with the Small Cities Development Program (SCDP) Commercial and Residential Rehabilitation grant.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">ICHRA SCDP Administration Contract</a>				

Date	Ver.	Action By	Action	Result
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Consider approval of a contract with the Itasca County Housing and Redevelopment Authority (ICHRA) for administrative services associated with the Small Cities Development Program (SCDP) Commercial and Residential Rehabilitation grant.

**Background Information:**

The City Council recently accepted a \$615,552 grant from the Department of Employment and Economic Development for a grant to fund for six commercial rehabilitation projects and sixteen to twenty-seven residential (both rental and owner occupied) rehabilitation projects in the City of Grand Rapids.

The commercial and residential rehabilitation component of the grant includes \$544,800 in funding for the structure rehabilitation, and the remaining budget of \$70,752 is earmarked for covering administrative costs (*for both commercial and residential activities*). The City of Grand Rapids has worked with the Itasca County Housing and Redevelopment Authority (ICHRA) on this project since the development of the pre-application last fall. During the early discussions with the City Council, it was agreed, in concept, that the ICHRA would provide program administration if the application for funding was awarded.

The attached, standard contract used by ICHRA, describes their responsibilities in administering this program. Payments to ICHRA will be funded by the grant.

**Requested City Council Action**

Consider approval of a contract with the Itasca County Housing and Redevelopment Authority (ICHRA) for administrative services associated with the Small Cities Development Program (SCDP) Commercial and Residential Rehabilitation grant, and authorize the Mayor's execution of the contract.



Approved by Resolution No. \_\_ - \_\_ - \_\_ Dated: \_\_ / \_\_ / \_\_

**ADMINISTRATION CONTRACT  
WITH  
ITASCA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY**

This contract, for Administrative Services, is between the City of Grand Rapids, (*hereinafter referred to as "City"*) and the Itasca County Housing and Redevelopment Authority, (*hereinafter referred to as "ICHRA"*) for purposes of administering the Minnesota Department of Employment and Economic Development, (*hereinafter referred to as "DEED"*) Small Cities Development Program (*hereinafter referred to as "SCDP"*) Grant Agreement CDAP-13-0064-O-FY14, attached hereto as Exhibit A (*and hereinafter referred to as "Grant Agreement"*).

**WITNESSETH:** In consideration of the mutual covenants and agreements contained herein, the *City* and the *ICHRA* agree as follows:

1. The term of this contract is from July 1, 2014, through until such date that all loans made with grant funding to property owners for rehabilitation of their property have been forgiven or repaid.
2. The *City* shall reimburse the *ICHRA* from and limited to the funds allocated in the *Grant Agreement* for Administration up to the amount authorized and legitimately claimed for Administrative Services. In consideration of this financial reimbursement, the *ICHRA* agrees to act as the Administering Agent for the *City*.
3. The *ICHRA* shall act in accordance with all applicable provisions of Title One of the Housing and Community Development Act of 1974, as amended, its implementing regulation particularly federal statutes identified as Title 24 of the Code of Federal Regulations Part 570, all applicable federal and state laws and the requirements and instructions provided by *DEED* and undertake to perform on behalf of the *City* the activities that are specified within the *Grant Agreement*.
4. The *ICHRA* will develop and implement a Comprehensive Rehabilitation Program (*hereinafter referred to as the Rehabilitation Program*) to utilize the grant funding in accordance with the *Grant Agreement*. The *City* and *ICHRA* will develop policy, procedure and guidelines in accordance with federal and state requirements for the *SCDP*. The policy, procedure and guidelines will include, but not be limited to: determining eligibility, selecting properties to be rehabilitated, establishing property condition standards, conducting dwelling unit inspections, completing scopes of work for rehabilitation, providing assistance to property owners in obtaining bids and selecting contractors, inspecting work during construction and certifying satisfactory completion.

In the *Rehabilitation Program*, funds used for property rehabilitation projects will be documented as loans to property owners for the rehabilitation of their commercial, personal, or rental investment property in the identified target area. These loans shall run from the property owner, as borrower, to the *City*, as lender. The *ICHRA* shall bear the responsibility for servicing these loans and collecting in the event of default on the loan. Any funds collected in repayment of these loans shall be paid to the *City* as generated or program income to be used in accordance with *DEED* procedure for use of such income.

In operation of the *Rehabilitation Program* the *ICHRA* will cooperate and coordinate, to the extent feasible, with other applicable rehabilitation and assistance programs such as Minnesota Department of Health's Lead Hazard Control Grant, Minnesota Housing's Rental Rehab Loan Program, Weatherization Programs or loans of public or private lenders.

5. The *ICHRA* will, utilizing its employed personnel or contracted consultants, undertake most of the program management responsibilities and perform most of the tasks which the *City* has agreed to perform under the *Grant Agreement*. These responsibilities and tasks include, but are not limited to: developing plans, specifications, contracts, budgets, forms and other documents and maintaining required records, monitoring project progress and complying with reporting requirements in accordance with grant requirements and applicable federal and state laws and regulations for all project activities. The exception items for performance of responsibilities and tasks are those enumerated in section number 6 below.
6. The following specific responsibilities and tasks will be shared by the *City* and *ICHRA* as set forth:
  - A. Environmental Review and Compliance.  
*The City* will undertake the gathering of information, completion of forms, submissions to agencies and the other legwork and paperwork of achieving environmental clearance.
  - B. Financial Record Keeping, Audit and Control.  
*The City* will bear the responsibility for accounting for the grant in accordance with the provisions of the *Grant Agreement*. *The City* will receive and disburse all grant funds and maintain complete and accurate records of all receipts and disbursements in accordance with its accounting practices and *Grant Agreement* requirements. *ICHRA* will provide to the *City* Finance Director all required documentation in support of claims such as contracts, invoices, receipts, vouchers and such other documents as necessary, sufficient in detail to properly evidence the nature and propriety of the expenditure for the *City* to satisfactorily fulfill its responsibilities in accounting with respect to the grant.

*The City* will bear the responsibility for meeting the audit requirements for the grant in accordance with the provisions of the *Grant Agreement*.

*The City* will allow access to the accounts, records and supporting documentation related to the funds provided by the grant in accordance with the provisions of the *Grant Agreement*.

*ICHRA* will cooperate fully in every respect with the *City Finance Director* in fulfilling the accounting and auditing requirements of the *Grant Agreement*.

*ICHRA* will when requesting reimbursement for Administrative Services provide the *City Finance Director* payroll and time records for each individual for which reimbursement is being requested clearly identifying the individual compensated and the calendar dates and number of hours each of those dates for which the

individual was compensated. These time and payroll records must be signed by both the individual and the supervisor. A written record shall also be maintained that clearly indicates the amount of vacation, personal leave and compensatory time earned and taken. For Administrative Services provided by consultants under contract, the invoices must state the calendar dates and number of hours each of those dates for which the consultant is requesting compensation and must state that the work performed and invoiced is in accordance with the terms of the Consultant Contract.

C. Financial Closeout.

The *City* shall pay all unpaid obligations which were incurred on or before the last day of the *SCDP* grant period, and properly submitted with required documentation, within 90 days immediately following the expiration of the grant period.

D. Monitoring and Reporting

The *ICHRA* will bear the primary responsibility and task of assembling data, monitoring project progress, assuring program compliance and reporting of same to *DEED* as required in accordance with the *Grant Agreement* and *SCDP* procedures. A copy of all reports submitted to *DEED* will be provided to the *City*. In instances where such reports must, by requirement, be executed by the *City*, the *ICHRA* will prepare and provide them to the appropriate *City* official for concurrence and execution.

The *ICHRA* will annually in the month of July during the term of this contract provide the *City*, delivered to the City Community Development Director, a written narrative report of progress and experience in the operation of the *Rehabilitation Program* and utilization of the grant.

E. Special Administrative Provisions.

The *ICHRA* and the *City* are equally subject to the following:

- i. Accounting methods for this program will meet the standards set forth in "The Common Rule," Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at 24 CFR, Part 85, as amended.
- ii. All records pertaining to this Agreement shall be maintained for a period of at least six (6) years after the grant is closed out in accordance with *DEED* procedures. The *City* will also perpetually maintain all records relative to generated or program income until expended or returned to *DEED* and for 6 years thereafter.
- iii. Both parties to this agreement are bound by Minnesota Statutes on data privacy with respect to "data on individuals" which is collected, received, stored, used, created or disseminated, pursuant to this Agreement.

7. For the purposes of this contract, the *ICHRA* is deemed an independent contractor and not an employee of the *City*. Any and all employees of the *ICHRA* or other persons while engaged in the performance of any work or services required by the *ICHRA* under this contract, shall not be considered employees of the *City*; and any and all claims that may or might arise on behalf of said employees or the *ICHRA* shall in no way be the obligation or responsibility of the *City*.

8. It is agreed that the *ICHRA* shall defend and save the *City* harmless from any claims, demands, actions, or causes of action arising out of any act or omission on the part of the *ICHRA*, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided, to be performed or furnished by the *ICHRA* under the terms of this contract.
9. The *ICHRA* shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the *City*. It is agreed the *ICHRA* is authorized to contract with consultants to do specific tasks in conduct of the *Rehabilitation Program* and that such contracting is not an assignment or transfer of interest in this contract. Contracts with consultants will include covenants that require consultant compliance with all of the provisions of the *SCDP*, the *Grant Agreement*, *City* policies and this Administration Contract the same as is the *ICHRA*.
10. Any alteration, variation, modification or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.
11. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
12. This contract, as well as Exhibit A, the *Grant Agreement*, which is attached hereto, and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
13. The *City* shall have full access to all records relating to the performance of this agreement.
14. In performing the provisions of this contract, the *ICHRA* agrees to comply with all federal and state laws and all applicable rules, regulations or standards established by any agency of such governmental units, which are now or hereafter promulgated.
16. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state laws or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
17. *ICHRA* hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
18. The *City* reserves the right to terminate this contact if the *ICHRA* fails to perform any of the provisions hereof. Such termination shall occur thirty (30) days after the *ICHRA* receives written notice specifying the grounds thereof, unless prior to the date, the





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0690      **Version:** 1      **Name:** CP 2012-12 SRTS CO1  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/22/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider approving Change Order 1 related to CP 2012-12, Safe Routes To School Project for a credit in the amount of \$493.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [7-28-14 Attachment CP 2012-12 SRTS CO1.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Change Order 1 related to CP 2012-12, Safe Routes To School Project for a credit in the amount of \$493.00.

**Background Information:**

The original plans called out for the trail in the add-alternate to be constructed with bituminous pavement. After discussion with ISD 318, we have decided to change the bituminous to concrete pavement. The attached Change Order covers this change in work.

**Staff Recommendation:**

City Staff recommends approving Change Order 1 related to CP 2012-12, Safe Routes To School Project for a credit in the amount of \$493.00.

**Requested City Council Action**

Consider approving Change Order 1 related to CP 2012-12, Safe Routes To School Project for a credit in the amount of \$493.00.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 1

FEDERAL PROJECT NO SRTS 3114 (206)	STATE PROJECT NO SP 129-391-003	LOCAL PROJECT NO. 2012-12	CONTRACT NO. 124528
CONTRACTOR NAME AND ADDRESS Hammerlund Construction, Inc 3201 Highway 2 West Grand Rapids, MN 55744		LOCATION OF WORK City of Grand Rapids	
		TOTAL CHANGE ORDER AMOUNT (\$493.00)	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

The original plans called out for the trail in the add-alternate to be constructed with bituminous pavement. The owner has decided to change this to concrete pavement. This change order covers the costs associated with this change

**COST BREAKDOWN**

Item No.	Item	Unit	Unit Price	Quantity	Amount
<b>Funding Category No. 001</b>					
2211.503	AGGREGATE BASE (CV) CLASS 5	C Y	(\$35.00)	10	(\$350.00)
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	(\$169.30)	50	(\$8,465.00)
2521.501	4" CONCRETE WALK	S F	\$2.85	2920	\$8,322.00
<b>Funding Category No. 001 Total:</b>					<b>(\$493.00)</b>
<b>Change Order No. 1 Total:</b>					<b>(\$493.00)</b>

\* Funding category is required for federal projects.

**CHANGE IN CONTRACT TIME (check one)**  
Due to this change the Contract Time:

a  Is Increased by \_\_\_\_\_ Working Days    b.  Is Not Changed  
 Is Decreased by \_\_\_\_\_ Working Days  
 Is Increased by \_\_\_\_\_ Calendar Days    c.  May be revised if work affected the controlling operation  
 Is Decreased by \_\_\_\_\_ Calendar Days

Approved By Project Engineer: Julie Kennedy	Approved By Contractor: Hammerlund Construction, Inc.
Signed _____	Signed _____
Date: _____ Phone: (218) 326-7601	Date: _____ Phone: (218) 326-1881

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

**The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.**

This project is eligible for: \_\_\_\_\_ Federal Funding    \_\_\_\_\_ State Aid Funding    \_\_\_\_\_ Local funds  
 District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0697      **Version:** 1      **Name:** 2014 Fire Relief Financials  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension Plans reporting Year 2014, and the 2013 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Fire Relief 2014 Financials.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension Plans reporting Year 2014, and the 2013 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

### **Background Information:**

Minnesota State Statute 69.772 requires the officers of the Fire Relief to certify the financial requirements of the Relief Association and minimum obligation of the City with respect to the Special pension fund.

Attached is the Schedule Form for Lump Sum Pension Reporting Year 2014 that shows the plan liabilities and the required municipal contribution for 2015. There is no municipal contribution required for 2015. The Fire Relief Association is requesting approval for the payment of the budgeted elective contribution of \$5,000.

The 2013 Financial Report is on file for your review in the City Finance Department.

### **Requested City Council Action**

Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension Plans reporting Year 2014, and the 2013 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.



Schedule Form for Lump-Sum Pension Plans  
Reporting Year 2014

Determination of Plan Liabilities and Required Municipal Contribution for 2015

Relief Association: Grand Rapids Fire Relief Association

County/ Itasca  
Counties:

Enter Annual benefit level in effect for 2014: 5,000

(If you change your benefit level before 12/31/2014, the SC must be recalculated at the new level.)

	2014	2015
<b>Subtotal of Page 1 Liability - Active Members</b>	1,275,700	1,422,100

Active Member Information

Please Enter Dates in this format: 7/16/2014

	Name	Status	Date of Birth	Fire Department Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service Member ?	To end of 2014		To end of 2015	
							Years of Service	Accrued Liability	Years of Service	Accrued Liability
1	Robert Rima	Active		08/11/1987	0		27	135,000	28	140,000
2	Steven Flaherty	Paid		02/18/1993	1		22	0	23	0
3	David Gibeau	Active		08/17/1993	0		21	105,000	22	110,000
4	Rick Luoma	Active		11/13/1993	0		21	105,000	22	110,000
5	Albert Morse	Active		06/11/1994	0		21	105,000	22	110,000
6	David Calligurri	Active		02/11/1997	0		18	84,900	19	92,200
7	Michael Liebel	Active		09/14/1998	0		16	71,400	17	78,000
8	Bryan Zuehlke	Active		01/09/2001	0		14	59,200	15	65,200
9	David Protelsch	Active		02/27/2001	0		14	59,200	15	65,200
10	Adam Kortekaas	Active		07/10/2001	0		13	53,500	14	59,200
11	Robert Kuschel	Active		07/10/2001	6		13	53,500	14	59,200
12	Shawn Graeber	Active		01/15/2002	0		13	53,500	14	59,200
13	Tony McInerney	Deferred		01/13/2003	0		12	0	13	0
14	John Linder	Active		01/13/2004	0		11	42,900	12	48,100
15	James Gibeau	Active		07/12/2005	0		9	33,300	10	38,000
16	Andrew Horton	Active		10/25/2005	0		9	33,300	10	38,000
17	Jeremiah Puelston	Active		10/25/2005	0		9	33,300	10	38,000
18	Jason Hoerler	Active		08/15/2006	0		8	28,800	9	33,300
19	Amanda Wood	Active		10/11/2006	0		8	28,800	9	33,300
20	Chad Keetch	Active		05/01/2007	0		8	28,800	9	33,300
21	Bruce Baird	Active		08/12/2008	0		6	20,500	7	24,600
22	Travis Cole	Active		08/12/2008	0		6	20,500	7	24,600
23	Dustin Lane	Active		08/12/2008	0		6	20,500	7	24,600
24	Lee Longoria	Active		08/12/2008	0		6	20,500	7	24,600
25	Tom Foss	Active		11/15/2010	0		4	13,000	5	16,700
26	Josh Adler	Active		01/01/2011	0		4	13,000	5	16,700
27	Mark Greiner	Active		01/01/2011	0		4	13,000	5	16,700
28	Karl Gaalaas	Active		05/15/2012	0		3	9,500	4	13,000
29	Jeff Ingle	Active		01/15/2013	0		2	6,200	3	9,500
30	Nate Morlan	Active		01/15/2013	0		2	6,200	3	9,500
31	Tony Clifton	Active		01/15/2013	0		2	6,200	3	9,500

32	Chad Troumbly	Active	01/29/2013	0	2	6,200	3	9,500
33	Donald Wilson	Active	06/22/2014	0	1	3,000	2	6,200
34	William Richter	Active	06/22/2014	0	1	3,000	2	6,200
35		Choose Status				0		0
36		Choose Status				0		0
37		Choose Status				0		0
38		Choose Status				0		0
39		Choose Status				0		0
40		Choose Status				0		0
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75		Choose Status				0		0
76		Choose Status				0		0
77		Choose Status				0		0
78		Choose Status				0		0
79		Choose Status				0		0

**Deferred Member Information** (fully or partially vested)

See separate instructions regarding completion of the below fields.

Please enter dates in this format: 7/16/2014

Total Deferred Member Liabilities 2014 241,977  
 Total Deferred Member Liabilities 2015 248,156

<b>1</b>	Enter all information as it pertains to this member.							
Member Name:	<u>Marlyn Halverson</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<u>Yes</u>			
Minimum Years Required to Vest:	<u>10</u>	DOB:						
Service Dates: Entry:	<u>09/01/1990</u>	Separation:	<u>12/31/2010</u>	<table border="1"> <tr> <td>Deferred Interest Paid (Select "Yes" if offered)</td> <td><u>Yes</u></td> </tr> </table>			Deferred Interest Paid (Select "Yes" if offered)	<u>Yes</u>
Deferred Interest Paid (Select "Yes" if offered)	<u>Yes</u>							
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>100</u>	If Interest is Paid, Choose Type: Board set ROR up to 5% Period Interest is Paid: Full Period				
Return to Service Member ?			(Select "Yes" if applicable)					
Total Service: Years:	<u>20</u>	Months (if paid):	<u>4</u>					
2014 Estimated Liability:	<u>123,577</u>							
2015 Estimated Liability:	<u>129,756</u>	Status:	<u>Deferred</u>					
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.								
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %			
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %			
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: <u>5.00</u> %			
1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2006: _____ %	2012: <u>5.00</u> %			
1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2007: _____ %	2013: <u>5.00</u> %			
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2008: _____ %	2014: <u>5.00</u> %	+		

<b>2</b>	Enter all information as it pertains to this member.							
Member Name:	<u>Michael McCartney</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<u>Yes</u>			
Minimum Years Required to Vest:	<u>10</u>	DOB:						
Service Dates: Entry:	<u>01/02/1992</u>	Separation:	<u>05/13/2012</u>	<table border="1"> <tr> <td>Deferred Interest Paid (Select "Yes" if offered.)</td> <td><u>Yes</u></td> </tr> </table>			Deferred Interest Paid (Select "Yes" if offered.)	<u>Yes</u>
Deferred Interest Paid (Select "Yes" if offered.)	<u>Yes</u>							
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>100</u>	If Interest is Paid, Choose Type: Board set ROR up to 5% Period Interest is Paid: Full Period				
Return to Service Member ?			(Select "Yes" if applicable)					
Total Service: Years:	<u>20</u>	Months (if paid):	<u>4</u>					
2014 Estimated Liability:	<u>0</u>							
2015 Estimated Liability:	<u>0</u>	Status:	<u>Paid</u>					
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.								
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %			
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %			
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: _____ %			
1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2006: _____ %	2012: <u>5.00</u> %			
1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2007: _____ %	2013: <u>5.00</u> %			
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2008: _____ %	2014: <u>5.00</u> %	+		

<b>3</b>	Enter all information as it pertains to this member.										
Member Name:	<u>Anthony Anick</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<u>          </u>						
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u>          </u>	Deferred Interest Paid (Select "Yes" if offered ) <u>          </u>  If Interest is Paid, Choose Type: Choose Type <u>          </u> Period Interest is Paid: Choose Interest Payment Period <u>          </u>							
Service Dates: Entry:	<u>04/12/1994</u>	Separation:	<u>04/30/2006</u>								
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>68</u>								
Return to Service Member ?	<u>          </u> (Select "Yes" if applicable.)										
Total Service: Years:	<u>12</u>	Months (if paid):	<u>          </u>								
2014 Estimated Liability:	<u>0</u>										
2015 Estimated Liability:	<u>0</u>	Status:	<u>Paid</u>								
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.											
1983:	<u>    </u> %	1988:	<u>    </u> %	1993:	<u>    </u> %	1998:	<u>    </u> %	2003:	<u>    </u> %	2009:	<u>    </u> %
1984:	<u>    </u> %	1989:	<u>    </u> %	1994:	<u>    </u> %	1999:	<u>    </u> %	2004:	<u>    </u> %	2010:	<u>    </u> %
1985:	<u>    </u> %	1990:	<u>    </u> %	1995:	<u>    </u> %	2000:	<u>    </u> %	2005:	<u>    </u> %	2011:	<u>    </u> %
1986:	<u>    </u> %	1991:	<u>    </u> %	1996:	<u>    </u> %	2001:	<u>    </u> %	2006:	<u>    </u> %	2012:	<u>    </u> %
1987:	<u>    </u> %	1992:	<u>    </u> %	1997:	<u>    </u> %	2002:	<u>    </u> %	2007:	<u>    </u> %	2013:	<u>    </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.								2008:	<u>    </u> %	2014:	<u>    </u> % +

<b>4</b>	Enter all information as it pertains to this member.										
Member Name:	<u>Samual Grigsby</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<u>Yes</u>						
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u>          </u>	Deferred Interest Paid (Select "Yes" if offered ) <u>          </u>  If Interest is Paid, Choose Type: Choose Type <u>          </u> Period Interest is Paid: Choose Interest Payment Period <u>          </u>							
Service Dates: Entry:	<u>07/12/1994</u>	Separation:	<u>07/15/2008</u>								
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>76</u>								
Return to Service Member ?	<u>          </u> (Select "Yes" if applicable.)										
Total Service: Years:	<u>14</u>	Months (if paid):	<u>0</u>								
2014 Estimated Liability:	<u>53,200</u>										
2015 Estimated Liability:	<u>53,200</u>	Status:	<u>Deferred</u>								
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.											
1983:	<u>    </u> %	1988:	<u>    </u> %	1993:	<u>    </u> %	1998:	<u>    </u> %	2003:	<u>    </u> %	2009:	<u>    </u> %
1984:	<u>    </u> %	1989:	<u>    </u> %	1994:	<u>    </u> %	1999:	<u>    </u> %	2004:	<u>    </u> %	2010:	<u>    </u> %
1985:	<u>    </u> %	1990:	<u>    </u> %	1995:	<u>    </u> %	2000:	<u>    </u> %	2005:	<u>    </u> %	2011:	<u>    </u> %
1986:	<u>    </u> %	1991:	<u>    </u> %	1996:	<u>    </u> %	2001:	<u>    </u> %	2006:	<u>    </u> %	2012:	<u>    </u> %
1987:	<u>    </u> %	1992:	<u>    </u> %	1997:	<u>    </u> %	2002:	<u>    </u> %	2007:	<u>    </u> %	2013:	<u>    </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.								2008:	<u>    </u> %	2014:	<u>    </u> % +

<b>5</b>	Enter all information as it pertains to this member.										
Member Name:	<u>William Olson</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<u>Yes</u>						
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u>                    </u>								
Service Dates:	Entry: <u>09/12/2000</u>	Separation:	<u>11/30/2011</u>								
LOAs and BIS (in months):	<u>2</u>	Vesting %:	<u>64</u>								
Return to Service Member ?	<u>                    </u> (Select "Yes" if applicable )										
Total Service: Years:	<u>11</u>	Months (if paid):	<u>0</u>								
2014 Estimated Liability:	<u>35,200</u>										
2015 Estimated Liability:	<u>35,200</u>	Status:	<u>Deferred</u>								
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.											
1983:	<u>    </u> %	1988:	<u>    </u> %	1993:	<u>    </u> %	1998:	<u>    </u> %	2003:	<u>    </u> %	2009:	<u>    </u> %
1984:	<u>    </u> %	1989:	<u>    </u> %	1994:	<u>    </u> %	1999:	<u>    </u> %	2004:	<u>    </u> %	2010:	<u>    </u> %
1985:	<u>    </u> %	1990:	<u>    </u> %	1995:	<u>    </u> %	2000:	<u>    </u> %	2005:	<u>    </u> %	2011:	<u>    </u> %
1986:	<u>    </u> %	1991:	<u>    </u> %	1996:	<u>    </u> %	2001:	<u>    </u> %	2006:	<u>    </u> %	2012:	<u>    </u> %
1987:	<u>    </u> %	1992:	<u>    </u> %	1997:	<u>    </u> %	2002:	<u>    </u> %	2007:	<u>    </u> %	2013:	<u>    </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.								2008:	<u>    </u> %	2014:	<u>    </u> % +

Deferred Interest Paid  
(Select "Yes" if offered.)                     

If Interest is Paid, Choose Type:  
Choose Type  
Period Interest is Paid:  
Choose Interest Payment Period

<b>6</b>	Enter all information as it pertains to this member.										
Member Name:	<u>Tony McInerney</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<u>Yes</u>						
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u>                    </u>								
Service Dates:	Entry: <u>01/13/2003</u>	Separation:	<u>01/13/2013</u>								
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>60</u>								
Return to Service Member ?	<u>                    </u> (Select "Yes" if applicable )										
Total Service: Years:	<u>10</u>	Months (if paid):	<u>0</u>								
2014 Estimated Liability:	<u>30,000</u>										
2015 Estimated Liability:	<u>30,000</u>	Status:	<u>Deferred</u>								
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.											
1983:	<u>    </u> %	1988:	<u>    </u> %	1993:	<u>    </u> %	1998:	<u>    </u> %	2003:	<u>    </u> %	2009:	<u>    </u> %
1984:	<u>    </u> %	1989:	<u>    </u> %	1994:	<u>    </u> %	1999:	<u>    </u> %	2004:	<u>    </u> %	2010:	<u>    </u> %
1985:	<u>    </u> %	1990:	<u>    </u> %	1995:	<u>    </u> %	2000:	<u>    </u> %	2005:	<u>    </u> %	2011:	<u>    </u> %
1986:	<u>    </u> %	1991:	<u>    </u> %	1996:	<u>    </u> %	2001:	<u>    </u> %	2006:	<u>    </u> %	2012:	<u>    </u> %
1987:	<u>    </u> %	1992:	<u>    </u> %	1997:	<u>    </u> %	2002:	<u>    </u> %	2007:	<u>    </u> %	2013:	<u>    </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.								2008:	<u>    </u> %	2014:	<u>    </u> % +

Deferred Interest Paid  
(Select "Yes" if offered.)                     

If Interest is Paid, Choose Type:  
Choose Type  
Period Interest is Paid:  
Choose Interest Payment Period

**Unpaid Installments**

Enter here the name of each member who has been paid portions of his pension benefit and who still has outstanding liabilities. Enter dates in this format: 7/16/2014

Name	Status	Birth Date	Entry Date	Separation Date	Amount Previously Paid	2014 Estimated Liability	2015 Estimated Liability
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						
	Unpaid Installment						

Totals

0	0
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**Calculation of Normal Cost**

	2014	2015	
Total Active Member Liabilities	1,275,700	1,422,100	
Total Deferred Member Liabilities	241,977	248,156	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,517,677	B. 1,670,256	
Normal Cost (Cell B minus Cell A)			C. 152,579

**Projection of Net Assets for Year Ending December 31, 2014**

Special Fund Assets at December 31, 2013 (RF-13 ending assets) 1 2,149,922

Projected Income for 2014

State Fire Aid (regular state fire aid and supplemental state aid)	D.	127,478
Municipal / Independent Fire Dept. Contributions	E.	5,000
Interest / Dividends	F.	0
Appreciation / (Depreciation)	G.	107,496
Member Dues	H.	0
Other Revenues	I.	0

Total Projected Income for 2014 (Add Lines D through I) 2 239,974

Projected Expenses for 2014

Service Pensions	J.	266,455					
Member Names:	<table border="1" style="width: 100%;"> <tr> <td>Steve Flaherty = \$105,000</td> </tr> <tr> <td>Mike McCartney = \$111,583</td> </tr> <tr> <td>Anthony Anick = \$40,800</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table>		Steve Flaherty = \$105,000	Mike McCartney = \$111,583	Anthony Anick = \$40,800		
Steve Flaherty = \$105,000							
Mike McCartney = \$111,583							
Anthony Anick = \$40,800							

Other Benefits	K.	
Administrative Expenses	L.	10,317

Total Projected Expenses for 2014 (Add Lines J through L) 3 276,772

Projected Net Assets at December 31, 2014 (Add Lines 1 and 2, subtract Line 3) 4 2,113,124

**Projection of Surplus or (Deficit) as of December 31, 2014**

Projected Assets (Line 4)	5.	2,113,124
2014 Accrued Liability (Page 4, cell A)	6.	1,517,677
Surplus or (Deficit) (Line 5 minus Line 6)	7.	595,447

Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2013	Original Amount	Amount Retired as of 12/31/2014	Amount Left to Retire 1/1/2015
2005	0	0			
2006	0	0			
2007	0	0			
2008	0	0			
2009	0	0			
2010	0	0			
2011	0	0			
2012	0	0			
2013	0	0			
2014					
Totals					

Normal Cost (Page 4, cell C)		8	152,579
Projected Administrative Expense	Enter 2013 Admin Exp here:	9	9,968
Amortization of Deficit (Total of Original Amount column x 0.10)		10	0
10% of Surplus (Line 7 x 0.10)		11	59,545
State Fire Aid		12	127,478
Member Dues		13	0
5% of Projected Assets at December 31, 2014 (Line 4 x 0.05)		14	105,656
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed)		15	0

**No required contribution due in 2015.**



This Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2014, and submitted to the Office of the State Auditor to be eligible for State Fire Aid.

Officer Certification

We, the officers of the Grand Rapids Fire Relief Association, certify that this Schedule Form was prepared under Minn. Stat. § 424A 092 and that the annual benefit level of \$5,000 per year of service was established according to the average amount of available financing

We further certify that based on the financial requirements of the Relief Association's Special Fund for the 2014 calendar year, the required 2015 contribution is \$0. If the bylaws of the Relief Association changed in 2014, we have attached a copy of the amendment or updated bylaws. We have also enclosed a copy of the municipal/board ratification of this amendment if required under Minn. Stat. § 424A 092, subd 6.

Signature of President: [Handwritten Signature]
Signature of Secretary: [Handwritten Signature]
Signature of Treasurer: [Handwritten Signature]

Mark Greiner (First Name, Last Name)
Nathan Morlan (First Name, Last Name)
Thomas FOSS (First Name, Last Name)

7-23-14 (Date)
7/23/14 (Date)
7/23/14 (Date)

Municipal Clerk / Independent Secretary Certification\*

\*See the form instructions for additional information about certification requirements.

I am the municipal clerk of City of Grand Rapids, treasurer of the Grand Rapids Fire Relief Assoc. independent nonprofit firefighiting corporation. I received on 7/23/14 the completed Schedule Form from the Grand Rapids Fire Relief Association.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighiting corporation of any required contribution at its next regularly scheduled meeting.

Signature of Municipal Clerk/Secretary of independent nonprofit firefighiting corporation: [Handwritten Signature]

Barbara A. BAIRD (First Name, Last Name)

7/23/14 (Date)

218-326-7415 (Business Telephone)

Please provide the telephone numbers for the work location(s) at which you conduct relief association business. THIS CONTACT INFORMATION IS PUBLIC; IT WILL BE AVAILABLE TO ANYONE ON REQUEST.

Please retain a copy of this Schedule Form for your records, upload the form to the Office of the State Auditor's website, and electronically sign the form. Alternatively, a signed paper copy can be submitted to Office of the State Auditor, Pension Division, 525 Park Street, Suite 500, Saint Paul, MN 55103 Fax 651-282-5298 Telephone: 651-282-6110



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	14-0703	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Consent Agenda	
<b>File created:</b>	7/23/2014	<b>In control:</b>		City Council	
<b>On agenda:</b>	7/28/2014	<b>Final action:</b>			
<b>Title:</b>	Consider adopting a resolution accepting a \$17,343.00 grant from the IRRRB Residential Redevelopment Program.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Resolution accepting Resid. Redev. IRRRB grant.pdf</a>				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a \$17,343.00 grant from the IRRRB Residential Redevelopment Program.

**Background Information:**

On May 12th of this year, the City Council authorized the submission of a grant application to the IRRRB Residential Redevelopment program for a grant to fund a portion of the cost of razing and removing four hazardous residential structures in the northwest area of Grand Rapids, specifically located on parcels: 91-018-3411, 91-415-1035 and 91-561-0270.

We received notice from the IRRRB that they will provide a grant that will reimburse the City for \$17,343.00 of expense associated with the demolition of these structures.

The attached resolution accepts the \$17,343.00 grant from the IRRRB.

**Requested City Council Action**

Consider adopting a resolution accepting a \$17,343.00 grant from the IRRRB Residential Redevelopment Program.

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

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING A \$17,343 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION BOARD (IRRRB) RESIDENTIAL REDEVELOPMENT PROGRAM FOR THE DEMOLITION OF FOUR RESIDENTIAL STRUCTURES IN THE CITY GRAND RAPIDS

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, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$17,343.00 Residential Redevelopment grant award from the IRRRB for the demolition of four residential structures in the City of Grand Rapids.

Adopted this 28<sup>th</sup> day of July 2014.

\_\_\_\_\_  
Dale 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: \_\_\_\_\_, whereby the resolution was declared duly passed and adopted.



CITY OF  
GRAND RAPIDS  
ITS IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0706      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/24/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider carpet replacement for Administration and Finance departments.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Carpet Quotes](#)

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

Consider carpet replacement for Administration and Finance departments.

**Background Information:**

The City has received three quotes for purchase and carpet installation in the Finance and Administration departments in City Hall. The low quote was received from Russell Carpet with a bid amount of \$8,190.00. This is a budgeted item.

**Staff Recommendation:**

Accept low quote from Russell Carpet.

**Requested City Council Action**

Accept low quote from Russell Carpet in the amount of \$8,190.00 for carpet replacement in the Finance and Administration departments.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0707      **Version:** 1      **Name:** FTJ FundChoice Amendments.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/24/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** FTJ FundChoice Amendments.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [FTJ FundChoice Amendment I](#)  
[FTJ FundChoice Amendment II](#)

Date	Ver.	Action By	Action	Result
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FTJ FundChoice Amendments.

### **Background Information:**

The City of Grand Rapids has been utilizing FTJ FundChoice for Deferred Compensation and Roth IRA services since August 28, 2000. Periodically there are amendments to the Plan that need Council approval. One amendment is the "*Amendment for Pension Protection Act (PPA) of 2006 and Other Law Changes (457(b)Plan).*" Adoption of the Amendment will enable the City to comply in form with PPA and other law changes that are effective since the effective date of the 457 final regulations. The second amendment is the "*Supplemental Amendment for HEART and WRERA (457 (b)Plan).*" Adoption of this Amendment will enable the City to comply in form with: (1) Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) (including HEART Act guidance contained in IRA Notice 2010-15); and (2) suspension of 2009 Required Minimum Distributions (RMDs) as set forth in the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA).

### **Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending the adoption of both amendments.

### **Requested City Council Action**

Consider adopting the attached "*Amendment for Pension Protection Act (PPA) of 2006 and Other Law Changes (457(b) Plan)*" and "*Supplemental Amendment for HEART and WRERA (457(b)Plan)*" effective immediately.

**AMENDMENT FOR  
PENSION PROTECTION ACT OF 2006  
AND OTHER LAW CHANGES  
(457(b) Plan)**

**Instructions**

*Adoption of this Amendment (Articles I through X) enables an employer to comply in form with PPA and other law changes that are effective since the effective date of the 457 final regulations. This Amendment reflects guidance issued through May 2008. This Amendment assumes that the employer already has amended the plan for the final 457 regulations issued in 2003 (reflecting EGTRRA) and for automatic rollovers as applicable to governmental plans.*

**Timing of amendment.** *An employer may adopt this Amendment currently for an ongoing plan (with appropriate modifications as described in these instructions and in the notes within the Amendment). However, PPA specifically provides that amendments for PPA are not required prior to the last day of the 2009 plan year (the last day of the 2011 plan year for governmental plans). The IRS has not issued any guidance regarding the amendment of a 457(b) plan for non-PPA law changes since the issuance of the final 457 regulations. However, we recommend that a governmental employer amend for these provisions by the PPA amendment deadline. The IRS has not issued any guidance regarding the timing of amendments (PPA or otherwise) for an eligible 457 plan of a tax-exempt entity. Nonetheless, we recommend a tax-exempt employer adopt the Amendment as soon as possible to avoid a 457 plan failure because of non-compliant plan provisions. **This Amendment is not an IRS model amendment and has not been reviewed by the IRS.***

**Governmental vs. tax-exempt 457(b) plan.** *All of the Articles of this Amendment may apply to an eligible governmental 457 plan (referred to as a "governmental 457(b) plan"). Only the unforeseeable emergency provisions (Article II), the post-severance compensation provisions (Article III) and the QDRO provisions (Article IV) may apply to an eligible 457 plan of a tax-exempt entity. The other Articles of this Amendment do not apply to an eligible 457 plan of a tax-exempt entity.*

**Execution.** *We have not designed this Amendment for adoption by a 457 plan sponsor for all adopting employers. Instead, each adopting employer must execute the Amendment. Also, the employer may need to make modifications to the Amendment to reflect the operation of the employer's plan. However, since this Amendment is not a pre-approved document, the employer's mere modification of the Amendment does not have any adverse impact on the validity of the Amendment. For example, the employer may modify this Amendment by simply deleting any "deselected" Articles, and then renumbering the remaining Articles that the employer actually adopts.*

**Election to adopt Amendment provisions.** *None of the provisions of this Amendment are mandatory for 457(b) plans except Article III (to the extent the employer permits any deferrals from Post-Severance Compensation) and Article X (as to governmental 457(b) plans), although proposed legislation would make mandatory the non-spouse beneficiary rollover provisions (Article VII).*

*Article III states the regulatory rule (adopted in the April 2007 final Post-Severance Compensation regulations) that a participant may defer from an amount received following severance from employment only if the amount satisfies the definition of Post-Severance Compensation. This provision is mandatory unless the plan currently does not permit deferrals from **any** compensation following severance from employment (including a participant's paycheck received after the date of severance). Such a provision would be unusual. Under Article III, the employer either may elect not to permit **any** deferrals from Post-Severance Compensation, or may elect the types of Post-Severance Compensation from which a participant may defer.*

## Plan Related Amendments

Article X reflects a participant's ability to roll over directly an eligible rollover distribution after December 31, 2007, to a Roth IRA. This provision is mandatory for a governmental 457(b) plan.

Check-boxes at the end of each Article (except Article X) allow the employer to "deselect" any Article that is not applicable to the employer's plan. This Amendment recites the earliest effective date for each provision. If the employer operationally adopted a discretionary provision **later than** the earliest effective date, the employer should modify the effective date of that provision. For example, if an employer, as of January 1, 2007, did not permit rollover of non-spouse beneficiary distributions, but decided, beginning July 1, 2007, to permit such rollovers, the employer should modify the language of Article VII to state "for distributions after June 30, 2007," rather than "for distributions after December 31, 2006." Except for Article III (Post-Severance Compensation) and Article VI (EACA provisions), an employer could adopt this Amendment without modification if the employer operationally has adopted each provision as of the stated effective date. **However, adoption of Article VI requires the employer to make specific elections, as explained in the notes to Article VI.** In addition, the employer must make specific elections if it wishes to change the defaults in Article III, as explained in the notes to Article III.

**Specific Articles of this Amendment.** The rest of these Instructions provide a brief explanation of each of the Articles of the Amendment after Article I, the Preamble.

**Definition of unforeseeable emergency (Article II).** Article II incorporates 2007 regulatory changes to the definition of unforeseeable emergency for purposes of a 457(b) plan distribution (either governmental or tax-exempt). These changes modify (and expand) the definition of "dependent" in the same manner as the 401(k) final regulations modified the definition of "dependent" for purposes of a 401(k) plan safe harbor hardship distribution. While PPA mandated that the IRS modify the rules defining unforeseen emergency to permit a distribution to the participant on account of a need of the participant's beneficiary under the plan that would constitute an unforeseeable emergency if it occurred with respect to the participant's spouse or dependent (see PPA §826), the 2003 final 457 regulations already included references to an unforeseeable emergency of the beneficiary. While it is not clear whether the 2003 final regulations referenced a participant's designated beneficiary (during the participant's lifetime) rather than the participant's death beneficiary (following the participant's death), the IRS did not modify the regulatory provisions defining an unforeseeable emergency when it updated the regulations in April 2007 (following the PPA mandate), except for the definition of "dependent" as reflected in this Amendment. Therefore, assuming the April 2007 regulations comply with the PPA mandate, the 2003 regulations already permitted the beneficiary unforeseeable emergency mandated by PPA.

**Post-Severance Compensation (Article III).** A 457(b) plan (either governmental or tax-exempt) can permit deferrals (elected either by a participant or by the employer) from Post-Severance Compensation only as defined in the regulations. See Treas. Reg. §1.457-4(d). The definition of Post-Severance Compensation for this purpose mirrors the definition of Post-Severance Compensation for purposes of the 415 limitations adopted in the 2007 final 415 regulations. An employer may elect under Article III not to permit deferrals from Post-Severance Compensation or to permit deferrals from **any or all** of the Post-Severance Compensation categories, but Article III provides a default that adopts some, but not all, of the permitted categories. However, Article III permits the employer to "deselect" any category of Post-Severance Compensation in the default, and to elect any category not in the default. The introductory note to Article III explains the default provisions of that Article.

**EACA provisions (Article VI).** A governmental 457(b) plan may include automatic enrollment provisions that satisfy the requirements for an eligible automatic contribution arrangement ("EACA"). A EACA normally offers two statutory benefits. (1) the plan has an extended period, without the imposition

of an employer excise tax, to make corrective distributions in case of an ADP or ACP test failure; and (2) the plan may provide for a 90-day permissible withdrawal period for a participant who initially is subject to the automatic enrollment provisions, but who does not wish to defer the automatic enrollment amounts. Since a governmental 457(b) plan is not subject to the ADP or ACP test, the 90-day permissible withdrawal period is the only benefit to a governmental 457(b) plan of satisfying the EACA rules. Since a governmental 457(b) plan is not subject to Title I of ERISA, the plan with a EACA feature does not have to invest the automatic deferrals in a qualified default investment alternative ("QDIA"), as does a plan subject to Title I. See Prop. Treas. Reg. §1.414(w)-1(b)(4). Of course, the employer should not adopt this Article unless the employer has operated or intends to operate the Plan as a EACA.

**Hurricane relief (Article VIII).** Article VIII of this Amendment incorporates the hurricane relief granted to Hurricane Katrina victims by KETRA, and extended to Hurricanes Rita and Wilma victims by GOZone. Qualified hurricane distributions and the increased loan limit available to qualified individuals under the statutory hurricane relief provisions were not available after December 31, 2006. This Amendment does not incorporate the guidance of Announcement 2005-70, which permitted retirement plans to make certain hardship or emergency distributions, and loans, to individuals affected by Hurricane Katrina, and applied liberalized rules to hardship or emergency distributions and loans. While the relief under Announcement 2005-70 applied to governmental 457(b) plans, a governmental employer permitting the relief under Announcement 2005-70 had to amend its plan to permit the relief by the last day of the 2006 plan year. In contrast, a governmental employer may adopt an amendment to incorporate the statutory hurricane relief by the last day of the first plan year beginning on or after January 1, 2009 (i.e., the end of the 2009 plan year). See Code §1400Q(d)(2)(A), flush language. If the employer adopted some, but not all, of the available statutory hurricane relief provisions, the employer will need to modify the Amendment accordingly. The employer should "deselect" Article VIII if the plan operationally did not apply the hurricane relief provisions.

**Health and long-term care distributions (Article IX).** PPA provided for an election to exclude from gross income, for taxable years beginning after December 31, 2006, certain distributions from a governmental 457(b) plan used to pay qualified health insurance premiums of an Eligible Retired Public Safety Officer. This election is inapplicable where the plan does not cover Eligible Retired Public Safety Officers. While the IRS may not require plan language to implement the provisions of this income exclusion, we include "enabling" provisions in the Amendment.

**Other PPA provisions (Articles IV, V, VII and X).** Article IV is a minor clarification regarding the scope of a qualified domestic relations order ("QDRO"), which any 457(b) plan (either governmental or tax-exempt) which applies the QDRO provisions typically would adopt. Article V extends the notice period prior to an eligible rollover distribution from 90 days to 180 days. Most plans have taken advantage of this provision. Article VII adopts the PPA non-spouse beneficiary rollover provisions. The employer should "deselect" Article VII if the plan operationally has not permitted non-spouse beneficiary rollovers. As stated above, Article X recognizes a participant's ability to roll over directly an eligible rollover distribution after December 31, 2007, to a Roth IRA, and is mandatory.



AMENDMENT FOR 457(b) PLAN

this Amendment to the FTS FUND CHOICE 457 PLAN as Employer sponsor ("Employer"), adopts ("Plan").

RECITALS

Recent law changes, including the Pension Protection Act of 2006 ("PPA"), affect the Plan; and

The Plan gives the Employer the authority to make amendments to the Plan, and the Employer wishes to update the Plan for law changes currently in effect.

The Employer therefore amends the Plan by adding the following provisions to the Plan:

ARTICLE I  
PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts all Articles of this Amendment, except those Articles which the Employer specifically elects not to adopt.
- 1.4 **Construction.** Any "Section" reference in this Amendment refers only to this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section or other numbering designations.

ARTICLE II  
DEFINITION OF UNFORESEEABLE EMERGENCY

- 2.1 **Application.** Effective for taxable years beginning after December 31, 2001, this Article II applies only if the Plan permits a distribution to a Participant on account of an unforeseeable emergency.
- 2.2 **Definition of unforeseeable emergency.** An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Participant's Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control.
- 2.3 **Definition of Beneficiary.** The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan account upon the Participant's death.

[Note: If the Plan does not permit distributions on account of unforeseeable emergency, the Employer should check "Article II is not adopted" below.]

**Article II is not adopted.**

### ARTICLE III DEFERRALS FROM POST-SEVERANCE COMPENSATION

[Default: This Article III provides that in the absence of an alternative election by the Employer: (1) a Participant may defer (or the Employer may make Employer contributions to the Plan) from regular pay (as described in Section 3.2(a)) and from leave cashouts and deferred compensation (as described in Section 3.2(b)), but not from salary continuation payments for military service Participants (as described in Section 3.2(c)) or from salary continuation payments for disabled Participants (as described in Section 3.2(d)). The Employer may reverse any of these default elections, by checking the appropriate box. If the Employer elects in Section 3.2(d) to include salary continuation payments for disabled Participants, the Employer **also** must elect whether to apply the provision only to non-highly compensated Participants, or to apply the provision to all Participants for the fixed or determinable period specified in the election in Section 3.2(d)(1), and may apply Section 3.2(d) only if the Employer's disability plan actually provides disability compensation to all Participants. If the Plan currently does not permit (and the Employer does not wish to permit) deferrals from **any** compensation following Severance from Employment (including a Participant's last paycheck received after the date of severance), the Employer should check "Article III is not adopted" below.]

3.1 **Post-severance deferrals limited to Post-Severance Compensation.** For taxable years beginning after December 31, 2001, deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation as defined in Section 3.2.

3.2 **Post-Severance Compensation defined.** Post-Severance Compensation for purposes of this Article III includes the amounts described in (a) and (b) below, paid after a Participant's Severance from Employment with the Employer, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment. The Employer, by its election in this Amendment, may elect to *exclude* from the definition of Post-Severance Compensation the amounts described in (a) or (b) below. The Employer, by its election in this Amendment, also may elect to *include* in the definition of Post-Severance Compensation the amounts described in (c) or (d) below, or both.

(a) **Regular pay.** Post-Severance Compensation *includes* (unless the Employer elects either in (a)(1) or in (a)(2) below not to include some or all of the amounts described in this (a)) regular pay after Severance of Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer. (*Choose only one of (1) or (2), if applicable.*)

**(1) Election not to include regular pay.** The Employer elects not to include any of the amounts described in this Section 3.2(a) as Post-Severance Compensation.

**(2) Election to include last paycheck ONLY.** Of the amounts described in this Section 3.2(a), the Employer elects to include only such amounts that are included in the final paycheck paid

## Plan Related Amendments

to the Participant at the end of the pay period that includes the Participant's date of severance from employment.

*Note: The Employer may modify the provisions of this election to conform to the Employer's particular pay practices (for example, to include a separate bonus check paid to the employee on the same day as the final paycheck).*

- (b) Leave cashouts and deferred compensation.** Post-Severance Compensation *includes* (unless the Employer elects in (b)(1) below not to include all of the amounts described in this (b)) leave cashouts if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, Post-Severance Compensation includes payments of deferred compensation if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant's Severance from Employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

**(1) Election *not* to include leave cashouts and deferred compensation.** The Employer elects not to include any of the amounts described in this (b) as Post-Severance Compensation.

- (c) Salary continuation payments for military service Participants.** Post-Severance Compensation does *not* include (unless the Employer elects (c)(1) below to include all of the amounts described in this (c)) payments to an individual who does not currently perform services for the Employer by reason of Qualified Military Service (as described in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

**(1) Election to *include* salary continuation payments for military service Participants.** The Employer elects to *include* all of the amounts described in this (c) as Post-Severance Compensation.

- (d) Salary continuation payments for disabled Participants.** Post-Severance does *not* include Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)) (unless the Employer elects (d)(1) below to include all of the amounts described in this (d)). If elected, this provision will apply either only to non-highly compensated Participants or to all Participants for the fixed or determinable period specified in Section 3.2(d)(1)(ii) below.

**(1) Election to *include* salary continuation payments for disabled Participants.** The Employer elects to *include* all of the amounts described in this (d) as Post-Severance Compensation. In addition, this provision will apply as follows (*Choose only one of (i) or (ii)*):

**(i) Non-highly compensated only.** This provision applies only to disabled employees who are non-highly compensated employees immediately before becoming disabled.

**(ii) Fixed or determinable period.** This provision applies to all employees who are permanently and totally disabled, for the following period: \_\_\_\_\_  
(e.g., for a period of two years from the date of the disability). [Note: The election in

*this Section 3.2(d)(1)(ii) applies only if the Employer's disability plan actually provides disability payments to all permanently and totally disabled Participants.]*

- 3.3 **Limitation on Post-Severance Compensation.** Any payment of Compensation paid after Severance of Employment that is not described in Section 3.2(a), (b), (c) or (d) above is not Post-Severance Compensation, even if payment is made by the later of 2½ months after Severance from Employment or by the end of the calendar year that includes the date of such Severance of Employment.

*[Note: If the Employer operationally has not permitted deferrals from any Post-Severance Compensation, the Employer should check "Article III is not adopted" below.]*

- Article III is not adopted.** The Plan does not permit any deferral contributions from any amount a Participant receives following Severance from Employment.

#### **ARTICLE IV QUALIFIED DOMESTIC RELATIONS ORDERS**

- 4.1 **Permissible QDROs.** Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
- 4.2 **Other QDRO requirements apply.** A domestic relations order described in Section 4.1 is subject to the same requirements and protections that apply to QDROs.

*[Note: This Article IV reflects a PPA provision which mandated DOL clarification of the QDRO statute. The DOL issued interim final regulations on March 7, 2007. If the plan does not provide for distributions pursuant to a QDRO, the Employer should check "Article IV is not adopted" below.]*

- Article IV is not adopted.**

**THE REMAINING ARTICLES OF THIS AMENDMENT DO NOT APPLY TO A NON-GOVERNMENTAL TAX-EXEMPT ENTITY. IF THE EMPLOYER IS A TAX-EXEMPT ENTITY, THE EMPLOYER SHOULD CHECK "The subsequent provisions of this Amendment are not adopted." ALTERNATIVELY, THE EMPLOYER MAY DELETE THE TEXT OF ARTICLES V THROUGH X.**

- The subsequent provisions of this Amendment are not adopted.**

#### **ARTICLE V PARTICIPANT DISTRIBUTION NOTIFICATION**

- 5.1 **180-day notification period.** For any distribution notice issued in plan years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §402(f) (the rollover notice relating to an eligible rollover distribution), means 180 days.

*[Note: Although a plan need not extend to 180 days the 90-day earliest notice date provided under prior law, there is no reason for an employer not to take advantage of the extended notice period. This Amendment provides enabling language.]*

Plan Related Amendments

Article III is not adopted.

**ARTICLE VI  
ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT**

*[Default: This Article VI provides that in the absence of an alternative election by the Employer: (1) the Automatic Deferral applies to all Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral effective date (regardless of amount); and (2) the permissible withdrawal right applies to all Participants who have automatic deferrals under the EACA. If the Employer accepts these default provisions, the Employer need not make an election in this Section, but still must complete the Automatic Deferral Percentage in Section 6.1(a). If the Employer wishes to deviate from either or both of the defaults, the Employer must make either or both alternative elections, as applicable, in Section 6.1(c) and/or Section 6.4(d) of this Article VI. Note also that Section 6.1 specifies a EACA effective date commencing with the 2008 plan year. If this is not correct, the Employer will need to modify Section 6.1. If the Employer does not wish to have Automatic Deferrals, the Employer should check "Article VI is not adopted" below.]*

6.1 **Eligible Automatic Contribution Arrangement ("EACA").** Effective for plan years beginning after December 31, 2007, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"), and the Employer elects to apply the permissible withdrawal provisions as described in Section 6.4. A Plan is a EACA as defined in Code §414(w) if the Plan satisfies: (1) the uniformity requirements under Section 6.2; and (2) the notice requirements under Section 6.3.

(a) **Automatic Deferral Percentage.** The Employer will withhold \_\_\_\_\_% from a Participant's Compensation each payroll period.

*[Note: The Employer may modify this provision if it wishes to provide for a graduated automatic deferral percentage based on years of participation in the EACA, rather than a fixed percentage that applies to all Participants]*

(b) **Participants subject to Automatic Deferral: disregard all current deferral elections.** Unless the Employer elects in Section 6.1(c) immediately below to apply the Automatic Deferral to a different group of Participants, the Automatic Deferral applies to all Participants, except those who have in effect a salary reduction agreement on the Automatic Deferral effective date, regardless of the elective deferral amount (including zero) under the Agreement.

(c)  **Alternative election regarding Participants subject to Automatic Deferral: disregard Participants deferring at least Automatic Deferral Percentage.** In lieu of Section 6.1(b) the Employer elects to apply the Automatic Deferral to all Participants, except those who, on the Automatic Deferral effective date, are deferring an amount which is at least equal to the Automatic Deferral Percentage.

*[Note: The Employer may modify this provision if it applies or has applied the Automatic Deferral to a different group of Participants, such as all Participants on the Automatic Deferral effective date (regardless of any prior deferral election) ]*

6.2 **Uniformity.** The Plan satisfies the uniformity requirement if the Plan provides an Automatic Deferral Percentage that is a uniform percentage of Compensation. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because:

(a) **Years of participation.** The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied Automatic Deferral provisions; or

(b) **No reduction from prior default percentage.** The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the effective date of the EACA provisions was higher (for any Participant) than the Automatic Deferral Percentage.

6.3 **EACA notice.** The plan satisfies the notice requirement if the Plan Administrator annually provides a EACA notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as a EACA (“EACA Plan Year”).

(a) **Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) **Mid-year notice/new Participant or Plan.** If: (a) an Employee becomes eligible to make elective deferrals in the Plan during a EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as a EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make elective deferrals.

(c) **Content.** The EACA notice must provide comprehensive information regarding the Participants’ rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant.

6.4 **EACA permissible withdrawal.** A Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable earnings) under the provisions of this Section 6.4, unless the Employer elects in Section 6.4(d) below to limit the group of Participants who are eligible for the permissible withdrawal. If the Employer elects to limit the group of Participants who are eligible for the permissible withdrawal, only a Participant who is a member of that eligible group may make the election to withdraw.

(a) **Amount.** If a Participant elects a permissible distribution under this Section 6.4 the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution).

(b) **Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant’s gross income. The effective date of the election must not be later than the last day of the payroll period that begins after the date the Participant makes the election to withdraw the Automatic Deferrals.

(c) **Fees.** The Plan Administrator may reduce the permissive distribution amount by any generally applicable fees. However, the Plan may not charge a different fee for distribution under this Section 6.4 than applies to other distributions.

(d)  **Alternative election to limit Permissible withdrawals.** The Employer elects to limit permissible withdrawal of EACA Automatic Deferrals as follows (*Choose (1) or choose and complete (2)*):

**(1) Participant with EACA Automatic Deferrals only.** Only Participants who do not have Deferral Contributions in the Plan prior to the EACA’s effective date may elect a permissible withdrawal

**(2) Describe:** \_\_\_\_\_

## Plan Related Amendments

### 6.5 Definitions.

- (a) **Definition of Automatic Deferral.** An Automatic Deferral is an elective deferral that results from the operation of the Plan's automatic enrollment provisions. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage elected in this Amendment the Compensation of each Participant subject to the Automatic Deferral, as specified in Section 6.1 of this Amendment. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes a Contrary Election as defined in this Section 6.5
- (b) **Definition of Automatic Deferral Percentage/ Increases.** The Automatic Deferral Percentage is the amount of Automatic Deferral which the Employer elects in this Amendment (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect by a modification of this Amendment). If a Participant has elected to defer an amount which is less than the Automatic Deferral Percentage the Employer has elected in this Amendment, and the Employer elects to apply the Automatic deferral to all Participants except those who, on the effective date of the Automatic Deferral, are deferring an amount which is at least equal to the Automatic Deferral Percentage, the Automatic Deferral Percentage includes only the incremental amount necessary to increase the Participant's Elective Deferral to equal the Automatic Deferral Percentage (including any scheduled increases thereto).
- (c) **Definition of Contrary Election.** A Contrary Election is a Participant's election made after the effective date of the Automatic Deferral not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral percentage.
- (d) **Effective Date of Contrary Election.** A Participant's Contrary Election generally is effective as of the first payroll period which follows the Participant's Contrary Election. However, a Participant may make a Contrary Election which is effective: (a) for the first payroll period in which he/she becomes a Participant if the Participant makes a Contrary Election within a reasonable period following the Participant's Entry Date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the effective date of the Automatic Deferral, if the Participant makes a Contrary Election not later than the effective date of the Automatic Deferral. A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later revokes or modifies the Contrary Election. A Participant's Contrary Election continues in effect until the Participant subsequently changes his/her salary reduction agreement.

*[Note: If the Employer operationally has not applied the EACA provisions, the Employer should check "Article VI is not adopted" below.]*

**Article VI is not adopted.**

## ARTICLE VII DIRECT ROLLOVER OF NON-SPOUSE BENEFICIARY DISTRIBUTION

7.1 **Non-spouse beneficiary rollover right.** For distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his/her distribution to an individual retirement account (including a Roth IRA) the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

7.2 **Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly

- a distribution as provided in Section 7.1, the distribution is not subject to the direct rollover requirements of Code §401(a)(31), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a “60-day” rollover.
- 7.3 **Trust beneficiary.** If the Participant’s named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).
- 7.4 **Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other IRS guidance.
- 7.5 **Mandatory default rollover not applicable.** The mandatory default rollover provisions of the Plan under Code §401(a)(31)(B), relating to mandatory distributions (of an eligible rollover distribution) greater than \$1,000, do not apply to distributions to a non-spouse beneficiary.

*[Note: The rollover option described in this Article VII is not mandatory. If the Employer has elected not to provide the rollover for non-spouse beneficiaries, the Employer should check “Article VII is not adopted” below.]*

**Article VII is not adopted.**

#### ARTICLE VIII STATUTORY HURRICANE RELIEF

- 8.1 **Qualified Hurricane Distribution.** A Participant may take a Qualified Hurricane Distribution, provided that the aggregate amount of Qualified Hurricane Distributions received by a Participant for any taxable year (from all plans maintained by the Employer, including any member of any controlled group that includes the Employer) may not exceed \$100,000.
- (a) **Repayment of distribution.** If the Plan permits rollover contributions, a Participant who receives a Qualified Hurricane Distribution, at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution. *[Note: The Plan must permit rollover contributions for a Participant to repay the distribution, since the repayment is a rollover contribution.]*
- (b) **Definition of Qualified Hurricane Distribution.** A “Qualified Hurricane Distribution” means a distribution defined in Code §1400Q(a)(4)(A), which does not exceed the amount limitation described in this Section 8.1.
- 8.2 **Recontribution of home purchase withdrawal.** If the Plan permits rollover contributions, a Participant who received a Qualified Distribution (relating to a hardship distribution to purchase or construct a principal residence in an applicable hurricane disaster area), but who, on account of the hurricane, did not use the funds to purchase or construct a principal residence, may make one or more contributions to the Plan, as rollover contributions, during the Applicable Period, in an aggregate amount not to exceed the amount of such Qualified Distribution. *[Note: The Plan must permit rollover contributions for a Participant to recontribute the distribution, since the recontribution is a rollover contribution.]*
- (a) **Definition of Qualified Distribution.** A “Qualified Distribution” for purposes of this Section 8.2 means any qualified Katrina distribution, any qualified Rita distribution, and any qualified Wilma distribution, as defined in Code §1400Q(b)(2).



## Plan Related Amendments

**(b) Definition of Applicable Period.** The “Applicable Period” for purposes of this Section 8.2 means the applicable period as defined in Code §1400Q(b)(3).

**8.3 Increased loan limit and repayment extension.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual made during the Applicable Period by substituting “\$100,000” for “\$50,000,” and by substituting “the present value of the nonforfeitable accrued benefit of the employee under the Plan” for “one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan.” *[Note: This provision assumes the Plan Administrator applied the maximum hurricane relief provisions available under Code §1400Q. The Employer should modify this Section 8.3 if the Plan Administrator applied a different provision. For example, if the Plan Administrator applied an increased loan limit but retained the 50% of vested account balance limit, the Employer should delete the remainder of Section 8.3 after “\$50,000,” and end the sentence with “\$50,000.”]*

**(a) Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after the Qualified Beginning Date, then: (i) if the date for any repayment of such loan occurs during the period beginning on the Qualified Beginning Date and ending on December 31, 2006, the due date is extended for one year; (ii) the Plan will adjust any subsequent repayments to reflect the extension of the due date under (i) and any interest accrued during the extension; and (iii) the Plan will disregard the period of extension described in (i) in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C).

**(b) Definition of Qualified Individual.** A “Qualified Individual” for purposes of this Section 8.3 means any qualified individual as defined in Code §1400Q(c)(3).

**(c) Definition of Applicable Period.** The “Applicable Period” for purposes of this Section 8.3 means the applicable period as defined in Code §1400Q(c)(4).

**(d) Definition of Qualified Beginning Date.** The “Qualified Beginning Date” for purposes of this Section 8.3 means the qualified beginning date as defined in Code §1400Q(c)(4).

*[Note: The hurricane relief provided for in this Article VIII is not mandatory. If the Employer operationally did not apply any statutory hurricane relief provisions, the Employer should check “Article VIII is not adopted” below.]*

**[ ] Article VIII is not adopted.**

## ARTICLE IX HEALTH AND LONG-TERM CARE INSURANCE DISTRIBUTIONS

**9.1 Election to deduct from distribution.** For distributions in taxable years beginning after December 31, 2006, an Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The plan will pay such deducted amounts directly to the provider as described in Section 9.2, to pay qualified health insurance premiums.

**9.2 Direct payment.** The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the

lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

9.3 **Definitions.**

- (a) **Eligible retired public safety officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, is separated from service as a Public Safety Officer with the Employer.
- (b) **Public safety officer.** A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).
- (c) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his/her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

*[Note: If the Employer does not employ any employees who are or may be Eligible Retired Public Safety Officers, the Employer may check "Article IX is not adopted" below.]*

**Article IX is not adopted.**

**ARTICLE X  
DIRECT ROLLOVER TO ROTH**

- 10.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a Participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

Except as provided in this Amendment, the Plan remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Employer has executed this Amendment on this

\_\_\_\_\_

\_\_\_\_\_  
Employer

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

\_\_\_\_\_  
*[Print Name, Title]*

**SUPPLEMENTAL AMENDMENT FOR  
HEART AND WRERA  
(457(b) Plan)**

**What provisions of the law does this Amendment cover?**

Adoption of this Amendment enables an employer to comply in form with: (1) Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) (including HEART Act guidance contained in IRS Notice 2010-15); and (2) suspension of 2009 Required Minimum Distributions (RMDs) as set forth in the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA).

The Amendment assumes the employer either has restated the plan for EGTRRA. This Amendment does not include provisions for which SunGard has previously provided a separate “tack-on” amendment (*e.g.*, the PPA amendment, ERISA Form 521A).

**Which plans are required to be amended?**

**A. HEART Act.** All Plans must be amended to reflect the changes made by the HEART Act. The IRS in early 2010 issued Notice 2010-15. This Notice provides guidance on the impact on plans of the HEART Act provisions relating to military service rights and benefits. We have incorporated the guidance of Notice 2010-15 into this Amendment. Specifically, this Amendment:

1. Clarifies, in accordance with Notice 2010-15, that differential wages are compensation for 415 purposes, but not necessarily plan allocation purposes, and provides an option to include or exclude differential wages from plan compensation.
2. Provides for vesting credit for qualified military service in case of a participant’s death while performing qualified military service, as required by Notice 2010-15.
3. Adds an election to not permit distributions on account of “deemed” severance that occurs in case of service in the uniformed services, whether or not the plan otherwise permits distribution on account of “actual” severance, as provided in Notice 2010-15. It also clarifies that if a participant is entitled to a distribution by reason of a “deemed” severance and another provision (*e.g.*, qualified reservist distribution), the provision other than “deemed” severance will control, and the 6-month suspension required in case of a “deemed” severance distribution will not apply.

**B. WRERA's 2009 RMD waiver provisions.** WRERA provides that the RMD provisions of Code §401(a)(9) do not apply for 2009. This Amendment includes the IRS model amendment from IRS Notice 2009-82 which provides that Participants and beneficiaries may elect between receiving and not receiving distributions that include 2009 Required Minimum Distributions (RMDs) and, if a Participant or beneficiary makes no election, then the Plan will discontinue making distributions that include 2009 RMDs. **An Employer may still adopt this Amendment even if no one in the Plan was subject to 2009 RMDs (in which case the Amendment would have no effect on the Plan).**

**If a Plan used the alternative default set forth in IRS Notice 2009-82 (i.e., absent an election, 2009 RMDs would continue), then the Employer must elect 2.3a. Similarly, if the Employer adopted a different approach to 2009 RMDs than either option provided in Notice 2009-82 (e.g., the plan did not provide an option not to take 2009 RMDs, or changed from one approach to another during 2009), the Employer must select 2.3b or c (as appropriate).**

**When must plans be amended?**

### **Plan Related Amendments**

The HEART Act provides that plans subject to certain HEART provisions are treated as operating in accordance with the plan terms if the employer amends the plan by the last day of the 2010 plan year (2012 for governmental plans). For qualified plans, under Notice 2010-15, the IRS has extended to this date the remedial amendment period for adoption of all required HEART provisions.

Similar to the HEART Act amendment timing rules, WRERA provides that plans subject to the 2009 RMD waiver are treated as operating in accordance with the plan terms if the employer amends the plan by the last day of the 2011 plan year (2012 for governmental plans).

The IRS has not issued specific guidance relating to the timing of HEART or WRERA amendments for 457(b) plans. However, in light of requests for a 457(b) plan HEART and WRERA amendment, we have issued this Amendment for employers who wish to adopt the Amendment at this time.

### **Can I modify the Amendment?**

Yes, but note that the WRERA provisions are based on IRS sample amendments set forth in Notice 2009-82.

In addition to the Amendment, we have provided a sample Adopting Resolution (for an employer to adopt the Amendment, if applicable) and a sample Summary of Material Modifications (SMM) (if applicable). Since a governmental plan is not subject to Title I of ERISA, the employer need not provide a summary plan description (SPD) or an SMM. However, we include the SMM language for any governmental employer that provides participants a SPD or similar document to explain the plan terms. In most cases, an employer will only need to provide an SMM if the optional HEART Act provisions are elected in the Amendment (since the changes to the RMD requirements made by WRERA no longer apply). **You must modify or make selections on the SMM to match the terms of the Plan being amended.**

**AMENDMENT FOR  
HEART AND WRERA  
(457(b) Plan)**

**ARTICLE I  
PREAMBLE**

- 1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts all the default provisions of this Amendment except as otherwise elected in Article II.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.5 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (*e.g.*, if the Plan is restated onto a plan document which incorporates these HEART and WRERA provisions).

**ARTICLE II  
EMPLOYER ELECTIONS**

The Employer only needs to complete the questions in Sections 2.2 through 2.3 below in order to override the default provisions set forth below.

- 2.1 **Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
- a. **Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.**
  - b. **Differential wage payments are treated as Compensation for all Plan benefit purposes.**
  - c. **The Plan permits distributions pursuant to the HEART Act on account of "deemed" severance of employment.**
  - d. **Requirement Minimum Distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.**
- 2.2 **HEART ACT provisions (Article III).**

**Continued benefit accruals.** Amendment Section 3.2 will not apply unless elected below:

- a.  The provisions of Amendment Section 3.2 apply effective as of: (select one)
- 1.  the first day of the 2007 Plan Year
  - 2.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

## Plan Related Amendments

However, the provisions no longer apply effective as of: (select if applicable)

3.  \_\_\_\_\_.

**Differential pay.** Differential wage payments (as described in Amendment Section 3.3) will be treated, for Plan Years beginning after December 31, 2008, as compensation for all Plan benefit purposes unless b. is elected below:

- b.  In lieu of the above default provision, the employer elects the following (select all that apply; these selections do not affect the operation of Amendment Section 3.3(ii)):
1.  the inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
  2.  the inclusion only applies to Compensation for purposes of Elective Deferrals.

**Distributions for deemed severance of employment.** The Plan permits distributions pursuant to Amendment Section 3.4 unless otherwise elected below:

- c.  The Plan does not permit such distributions.
- d.  The Plan permits such distributions effective as of \_\_\_\_\_ (may not be earlier than January 1, 2007).

- 2.3 **WRERA (RMD waivers for 2009).** The provisions of Amendment Section 4.1 apply (RMDs are suspended unless a Participant or Beneficiary elects otherwise) unless otherwise elected below:
- a.  The provisions of Amendment Section 4.2 apply (RMDs continued unless otherwise elected by a Participant or Beneficiary).
  - b.  RMDs continued in accordance with the terms of the Plan without regard to this Amendment (i.e., no election available to Participants or Beneficiaries).
  - c.  Other: \_\_\_\_\_

For purposes of Amendment Section 4.3, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

- d.  2009 RMDs and Extended 2009 RMDs (both as defined in Article IV of this Amendment).
- e.  2009 RMDs (as defined in Article IV of this Amendment) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

## ARTICLE III HEART ACT PROVISIONS

- 3.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.
- 3.2 **Benefit accrual.** If the Employer elects in Amendment Section 2.2 to apply this Section 3.2, then effective as of the date specified in Amendment Section 2.2, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day

preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

- a. Determination of benefits.** The Plan will determine the amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 3.2 for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

- 3.3 Differential wage payments.** For years beginning after December 31, 2008: (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment; (ii) the differential wage payment is treated as compensation for purposes of Code §415(c)(3) and Treas. Reg. §1.415(c)-2 (e.g., for purposes of Code §415, including the definition of post-severance compensation for deferral purposes under Treas. Reg. §1.457-4(d)(1)); and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding plan provisions) by reason of any contribution or benefit which is based on the differential wage payment. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes unless otherwise elected at Amendment 2.2.

Section 3.3(iii) above applies only if all employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

- 3.4 Deemed Severance.** Notwithstanding Section 3.3(i), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a qualified reservist distribution), then the other Plan provision will control and the 6-month suspension will not apply.

#### ARTICLE IV WAIVER OF 2009 REQUIRED DISTRIBUTIONS

- 4.1 Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected Amendment Section 2.3a, b, or c. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the

**Plan Related Amendments**

preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

**4.2 Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if Amendment Section 2.3a is selected. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

**4.3 Direct Rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in Amendment Section 2.3, will be treated as eligible rollover distributions. If no election is made by the Employer in Amendment Section 2.3, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

\* \* \* \* \*

This Amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_.

Name of Plan: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

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





# CITY OF GRAND RAPIDS

## Text File

File Number: 14-0709

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**Agenda Date:** 7/28/2014

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Agenda Item

Conformation of minimum wage requirements for the State of Minnesota effective August 1, 2014.

**Background Information:**

As of August 1, 2014, the State of Minnesota will have new minimum wage rates. The "large-employers" rate will increase from \$7.25 an hour to \$8.00 an hour. Attached you will find the 2014 Pay Range for Part-time, Seasonal, and Temporary Employees. We are recommending that only the wages of the affected employees be raised to \$8.00 an hour effective August 1, 2014, however, we'll come back with a recommended pay structure for all part-time, seasonal, and temporary employees to be effective January 1, 2015. This will allow departments affected by the minimum wage increase to examine budget implications. Approaching the mandate in this manner will cause a small amount of wage compression for some employees for the remainder of this season, but it should not be significant.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending approving the wage adjustment to current and future part-time, seasonal, and temporary City employees who currently earn less than \$8.00 per hour.

**Requested City Council Action**

Consider approving wage adjustments to current and future part-time, seasonal, and temporary City employees, who currently earn less than \$8.00 per hour, to comply with the new State established minimum wage of \$8.00 as of August 1, 2014 through December 31, 2014.

## 2014 Pay Range for Part-time, Seasonal, and Temporary Employees

Grade	Minimum	Mid Point	Maximum	Jobs Assigned to Grade
7	\$13.00	\$14.00	\$15.00	GIS Assistant
6	\$12.00	\$13.00	\$14.00	Snow Plow Driver Maintenance Supervisor (Golf)
5	\$11.00	\$12.00	\$13.00	
4	\$9.00	\$10.00	\$11.50	Beach Manager Maintenance (part-time) (Civic Center) Pool Coordinator Pro Shop Manager
3	\$8.00	\$8.50	\$9.50	Coach Concessions Lead Lifeguards Maintenance Assistant (seasonal) (Civic Ctr. & Pub. Wrks) Part-time Instructors Pro Shop Cashier II Scanner II
2	\$7.50	\$8.00	\$9.00	Enrichment Staff Parking Enforcement Pro Shop Cashier I Scanner I
1	\$7.25	\$7.75	\$8.75	Animal Control Facility Attendant Concession Stand Worker Driving Range Attendants Maintenances (seasonal) (Golf) Outdoor Services (seasonal) (Golf) Starter/Ranger Warming House Attendant

Amended: January 1, 2014



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0708      **Version:** 1      **Name:** Board & Commission minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 7/24/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Acknowledge minutes for Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [June 11, 2014 PUC Minutes](#)  
[June 17, 2014 Golf Board minutes](#)

Date	Ver.	Action By	Action	Result
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Acknowledge minutes for Boards & Commissions.

A regular meeting of the Grand Rapids Public Utilities Commission was held on June 11, 2014 at 3:30 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

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

President Welliver acknowledged the publication and posting of the change in meeting time.

The Commission reviewed and discussed the 2013 Audit and Comprehensive Financial Report with Lisa Herfel, CPA, Manager at Baker Tilly Virchow Kraus, LLP via teleconference.

Motion by Chandler to accept for filing the 2013 Audit and Comprehensive Annual Financial Report as presented. 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 approve the minutes of the May 14, 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 May 2014 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Hodgson to approve the City Treasurer's Report and Investment Activity Report for May 2014. 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.

President Welliver acknowledged the public forum. None present.

Commission Member Reports:

Commissioner Zabinski reported on the five year local 1% sales tax proposition slated for the November 2014 ballot. The proposed local sales tax would be designated solely for street improvements, with no special assessments on property for such projects during the five year period.

Administration:

Motion by Zabinski adopt a resolution declaring the intent to amend the Grand Rapids Public Utilities Commission Operating Policy Rules for Public Wastewater Collection and Treatment System in order to comply with the Minnesota Pollution Control Agency Delegated Pretreatment Program Requirements, as reviewed by Mr. Brian Bengtson, GRPUC Attorney. 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.

Motion by Hodgson to adopt the Security Lighting Rate Schedule, effective for services provided after July 1, 2014, as presented. 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.

The Commission reviewed the July 2013-June 2014 Wholesale Electric Service True-Up and the July 2014-June 2015 Wholesale Electric Service Estimated Rates with Ms. Marcia Podratz, Director of Rates, Minnesota Power. In July 2014, the true-up due to Minnesota Power will be approximately \$45,000.00 and the wholesale electric rates will increase approximately 6%.

Motion by Zabinski to adopt an amendment to the Labor Agreement between AFSCME Local 3456 and the Grand Rapids Public Utilities Commission regarding a one-time option to use accrued paid time off (PTO) to pay insurance premiums after one year on long-term disability. 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.

General Manager Ward reviewed the 2010-2014 Minnesota Power bill summary with the Commission.

Accounting and Finance:

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

Electric Department:

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

Wastewater Treatment Facility Operations:

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

Water/Wastewater Collection:

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

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month. There were no OSHA recordables for the month. GRPUC and City Management training by the Minnesota Safety Council on accident investigation is scheduled for June 17, 2014.

GRPUC Discussion/Correspondence:

APPA Webinar-Industry Issues and Challenges Facing Public Power Governing Bodies, April 30, 2014, Grand Rapids, MN – Tyanne Betts, Greg Chandler.

APPA Webinar-The Leadership Development Process, May 15, 2014, Grand Rapids, MN – Karen Olson, Tony Ward.

MMUA Chainsaw Safety Training, May 6, 2014, Grand Rapids, MN – Rodney Ruder, Joe Riley, Tom Otten, Doug Green, Doug Gustafson, Rick Fox, Brett Dickie, Jason Blanchard, Roger McLean, Mike Bader, Dennis Doyle, Russell Anacker, James Bocinsky.

APPA/DEED/DSTAR Webinar-Best Practices Guide to Preventing Copper Theft, May 21, 2014, Grand Rapids, MN-Anthony Ward, Tyanne Betts, Jeremy Goodell.

Claims for Payment:

Motion by Chandler to approve a claim for payment in the amount of \$1,700.00 from Short Elliot Hendrickson, Inc. (SEH). Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Chandler, Zabinski and Lenius; Against: None; Abstained: Hodgson, whereby the motion was declared duly passed and adopted.

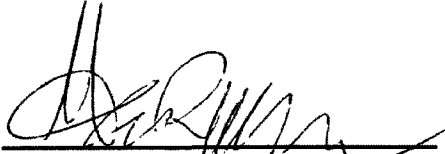
Motion by Zabinski to authorize the verified claims for payment in the amount of \$1,734,465.50 (\$1,112,349.79 computer checks and \$622,115.71 manual checks) per attached lists. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

A special noon meeting may be scheduled prior to the July regular meeting to review electric rates.

By call of the chair, the meeting was declared adjourned at 5:00 PM.

The next regular Commission meeting is Wednesday, July 16, 2014 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

Attest:

  
\_\_\_\_\_  
Stephen R. Welliver, President

  
\_\_\_\_\_  
Glen D. Hodgson, Secretary

GRAND RAPIDS PUBLIC UTILITIES COMMISSION  
 ACCOUNTS PAYABLE  
 MAY 2014

NAME	AMOUNT	NAME	AMOUNT
Alcola Solutions Group	9,456.00	Lorman Education Services	67.50
American Public Power Assoc.	99.00	Marco	931.50
AmeriPride Services	98.42	Steve Mattson	41.44
Applied Industrial Technologies	166.84	Minnesota Dept of Commerce	3,098.41
Arrow Embroidery	53.00	Minnesota Municipal Utilities	1,500.00
Autumn Creek Consulting	1,299.10	Minnesota Office of Enterprise Tec	36.00
Auto Value Grand Rapids	25.88	Minnesota Power	824,435.43
Baker Tilly Virchow Krause	20,010.00	Mobile Predictive Services	375.00
Border States	35,127.70	NTS	923.00
Burggrafs Ace Hardware	49.98	Neo Solutions	22,392.95
Busy Bees Quality Cleaning	1,838.00	Nextera	598.88
Call Net	995.00	Nord Auto Parts	48.03
Carquest	51.93	North American Salt Co	2,181.56
Casper Construction	5,624.42	North Central Laboratories	1,401.64
Citi Lights	2,073.00	Northern Business Products	777.13
City of Grand Rapids	5,580.20	Pace Analytical	718.71
Clean Shop	98.80	Personnel Dynamics	7,113.45
Cogsdale	2,590.00	Public Utilities Commission	3,813.46
Cole Hardware	1,309.25	R K Hillman	234.00
Dakota Supply Group	1,506.81	Radtke Trucking	36,890.13
Davis Oil	1,409.47	Rapid Pest Control	92.50
Door Service	100.00	Rapids Process Equipment	1,503.49
Dennis Doyle	98.56	Rapids Welding Supply	209.00
Duluth News Tribune	184.08	Resco	46,524.15
Electric Pump	503.39	Rice Lake Weighing Systems	63.01
Era Laboratories	250.00	River Road Market	1,627.21
Express Employment Services	1,026.64	Sandstroms	891.92
Fastenal	1,326.80	SelectAccount	161.60
Figgins Truck & Trailer	343.47	Source Water Solutions LLC	3,650.00
Gopher State One-Call	653.95	Tires Plus	1,030.39
Grand Rapids Newspapers	414.60	Treasure Bay Printing	389.00
Grand Rapids Post Office	100.00	Turf & Tree Inc	427.50
Graybar	1,089.30	USA Bluebook	341.09
David W Green	125.00	Viking Electric Supply	154.07
HD Waterworks Supply	5,885.11	Viking Industrial North	121.76
HVAC Services	1,476.37	Vessco Inc	840.00
Hach Company	258.56	Waste Management	1,052.37
Hammerlund Construction	1,162.50	Wells Fargo Business Cards	1,575.93
Harris Computer Systems	6,181.37	Wesco	2,254.27
Hawkins Inc	7,746.51	WECC	395.82
Hope Health	35.86	Works Computing	2,929.00
Bob Howendobler	1,708.00	WP & RS Mars	1,057.88
Industrial Lubricant	2,757.55	Xerox	138.90
Itasca Computer Resources	2,275.00	Zee Medical Service	170.70
Itasca County Treasurer	2,171.34		
Itasca Utilities Inc	3,068.50	Energy Star Rebates:	
Jasper Engineering & Equipment	1,173.00	Lloyd Ehalt	25.00
Jenny & Company	925.42	Guy Clairmont	50.00
JobTarget	199.00	Brad Bensen	50.00
Johnson Killen Seiler	630.00		
KOZY	490.00	Total	1,112,349.79
L & M Supply	532.14		
Lano, O'Toole, Bengston	1,717.00	S E H	1,700.00
Local- Boy	408.57		
Locators & Supplies Inc	564.62		



\* \* \* GRAND RAPIDS PUBLIC UTILITIES \* \* \*  
 ACCOUNTS PAYABLE CHECK REGISTER 5/31/2014  
 WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R	Check Amount
<b>MANUAL CHECKS</b>				
2569	5/02/2014	700	MINNESOTA DEPT OF REVENUE	3,902.89
2570	5/02/2014	1232	WELLS FARGO BANK	23,363.54
2571	5/02/2014	700	MINNESOTA DEPT OF REVENUE	161.22
2572	5/02/2014	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	12,890.09
2573	5/02/2014	1734	ING INSTITUTIONAL PLAN SERVICES LLC	7,133.11
2574	5/02/2014	1613	DELTA DENTAL OF MINNESOTA	3,516.00
2575	5/05/2014	1612	SELECTACCOUNT	2,787.97
2576	5/16/2014	700	MINNESOTA DEPT OF REVENUE	3,682.14
2577	5/16/2014	1232	WELLS FARGO BANK	22,060.24
2578	5/16/2014	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	12,364.16
2579	5/16/2014	1734	ING INSTITUTIONAL PLAN SERVICES LLC	6,965.17
2580	5/19/2014	890	MINNESOTA DEPARTMENT OF REVENUE	47,905.00
2581	5/16/2014	1611	SELECTACCOUNT	2,787.97
2582	5/19/2014	1611	SELECTACCOUNT	208.33
2584	5/30/2014	1734	ING INSTITUTIONAL PLAN SERVICES LLC	1,636.12
2585	5/30/2014	700	MINNESOTA DEPT OF REVENUE	3,905.48
2586	5/30/2014	1232	WELLS FARGO BANK	22,970.80
2587	5/30/2014	1734	ING INSTITUTIONAL PLAN SERVICES LLC	6,880.33
2588	5/30/2014	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	12,218.32
2589	5/31/2014	936	US BANK N.A.	235,121.88
2590	5/30/2014	67	BLUE CROSS BLUE SHIELD	47,753.79
2591	5/30/2014	1613	DELTA DENTAL OF MINNESOTA	67.00
2593	5/12/2014	1611	SELECTACCOUNT	731.32
64964	5/02/2014	2001	TREVENA, MATTHEW & ELIZABETH	4,596.94
64965	5/02/2014		SMITH, KENDOLYNN	188.23
64966	5/02/2014	570	U S POST OFFICE	699.18
64967	5/05/2014		WATSON, ANGELLA	23.26
64968	5/06/2014	1835	VERIZON WIRELESS	240.44
64969	5/06/2014	921	UNITED PARCEL SERVICE	24.20
64970	5/07/2014	374	MINNESOTA POLLUTION CONTROL AGENCY	55.00
64971	5/09/2014	570	U S POST OFFICE	705.52
64975	5/13/2014	1572	MINNESOTA ENERGY RESOURCES CORP	17.48
64976	5/13/2014	928	WALKER, JEFFRY T.	180.00
64977	5/15/2014	1873	GRAND RAPIDS AREA COMMUNITY FOUNDATION	356.94
64978	5/16/2014	1693	PLACKNER TREE CARE INC	5,450.63 *
65105	5/19/2014	835	UNITED STATES POSTAL SERVICE	2,000.00
65106	5/19/2014	570	U S POST OFFICE	583.30
65120	5/20/2014	1775	WELLS FARGO BUSINESS CARD	177.23
65121	5/21/2014		SAFEGUARD PROPERTIES	64.63
65122	5/22/2014	921	UNITED PARCEL SERVICE	195.06
65123	5/22/2014	1218	CITY OF LAPRAIRIE	11,969.36
65124	5/27/2014	570	U S POST OFFICE	726.10
65152	5/31/2014	100	CITY OF GRAND RAPIDS	72,333.33
65153	5/30/2014	100	CITY OF GRAND RAPIDS	45,834.99
65154	5/30/2014		THOMAS, ROBERT & SANDRA	75.28
65155	5/30/2014		SKY VENTURES LLC #13783	56.37

Manual Checks to be approved  
 Manual Checks previously approved @ 5/14/14  
 Total

622,115.71  
 5,450.63 \*  
 627,566.34

GRAND RAPIDS GOLF COURSE BOARD  
REGULAR MONTHLY MEETING  
June 17, 2014  
7:30 AM

Present: Jeff Ericson, Ron Iannelli, Steve Forneris, Pat Pollard, Dan Richter

Absent: None

Staff: Bob Cahill Director of Golf

- I. Jeff Ericson called the meeting to order.
- II. Ron Iannelli made a motion to accept the minutes of the May 20, 2014 and the May 30, 2014 Board meetings. Steve Forneris seconded the motion. The motion passed.
- III. Consideration of monthly bills: Pat Pollard made a motion to approve the bill list. Dan Richter seconded the motion. The motion passed.

ACHESON TIRE COMPANY INC	240.47
BLUE CROSS & BLUE SHIELD OF MN	1,495.00
BUNES SEPTIC SERVICE INC	160.00
BURGGRAF'S ACE HARDWARE INC	578.92
ROBERT CAHILL	40.00
CLUB CAR LLC	385.86
COMFORT HEATING LLC	345.38
COMPUTER ENTERPRISES	194.01
DAVIS OIL	100.59
DELTA DENTAL OF MINNESOTA	114.50
ELEMENT PAYMENT SERVICES	25.00
GARTNER REFRIGERATION CO	154.26
CITY OF GRAND RAPIDS	32,941.08
GRAND RAPIDS CITY PAYROLL	20,084.55
GRAND RAPIDS STATE BANK	133.30
HIBBING DAILY TRIBUNE	48.00
ITASCA COUNTY TREASURER	4,044.00
ITASCA UTILITIES INC	3,565.00
L&M SUPPLY	545.48
LINCOLN REPUBLIC INSURANCE CO	8.20
M & R ENTERPRISES	1,156.75
MINNESOTA REVENUE	1,627.83
MINNESOTA TORO	2,129.36
NARDINI FIRE EQUIPMENT CO. INC	205.29
NEXTERA COMMUNICATIONS LLC	4.03
PRESTO PRINT	147.86
PRO-BUILD NORTH LLC	481.02
PUBLIC UTILITIES COMMISSION	3,877.73
P.U.C.	1,360.42
QUALITY REFRIGERATION & HTG	502.20
NORTHERN MN WATER COND DBA	133.66
GARY L HAUSLADEN	443.75
STOKES PRINTING COMPANY	66.55
SUPERIOR TURF SERVICES INC	4,327.54
TDS Metrocom	315.22
TESSMAN SEED COMPANY	1,427.47
TRU NORTH ELECTRIC LLC	195.29
TURFWERKS	385.83

VERIZON WIRELESS	31.69
VIKING ELECTRIC SUPPLY INC	74.70
VISA	509.48
WASTE MANAGEMENT	83.69
TOTAL ALL VENDORS:	84,690.96

IV. Visitors: None

V. Grounds Superintendent: Bob Cahill reported. Verti cutting has been temporarily suspended due the high amount of rainfall. Some of the pines on the right side of #9 seem to be dying or diseased and may need to be treated or replaced. The sand trap on #7 has a continued amount of rocks surfacing and needs to be worked on. Some of the new trees planted last year have died and will be replaced. The tree removal service will be contacted to begin to remove some of the tops of dead trees.

VI. Concessions: Bob Cahill reported. There has been a complaint registered that the bar and restaurant was closed during a previous private wedding party. The concessionaire will be reminded that, by contract, that can not occur. The consideration of a contract extension will be considered at an upcoming Council meeting.

VII. Director of Golf: Bob Cahill reported. The company that the GPS units are leased from will be giving the course 4 units for free that can be sold to private parties. This is being done as a reimbursement for units being out of service during the 2013 season. An update on the new bathrooms was given. Cement floors could be poured later this week. The 2017 suspension of taking water from the lake was discussed in detail and several possibilities are being considered.

VIII. Old Business: None

IX. New Business: None

X. Correspondence and Open Discussion: None.

XI. Adjourn: Pat Pollard made a motion to adjourn the meeting. Dan Richter seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien  
Recording Secretary



CITY OF  
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 IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0688      **Version:** 1      **Name:** Engineering Department Head Report  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 7/22/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Engineering Department Head Report ~ Julie Kennedy  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Engineering Department Head Report ~ Julie Kennedy



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0700      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider awarding a quote to American Disposal in the amount of \$33,077.00 for the demolition and removal of 4 residential structures

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider awarding a quote to American Disposal in the amount of \$33,077.00 for the demolition and removal of 4 residential structures

**Background Information:**

In the past two years, the City Council, under separate actions, ordered the razing of four single family dwellings and on residential accessory structures, located on three parcels of land in the northwest area of the City. The five individual structures, located on parcels: 91-018-3411, 91-415-1035 and 91-561-0270, have been found to meet the hazardous building criteria under Minnesota Statute 463.15.

As the individual property owners either did not have intentions or means to remove these structures within the time allotted, the City must take action to contract for their removal. Three quotes were received by the City. The low quote received was submitted by American Disposal of Deer River, MN in a total amount of \$33,075.00.

The full cost of the demolition and hazardous material abatement, less grant proceeds obtained from IRRRB, will be assessed to the individual properties.

**Staff Recommendation:**

Adopt a motion awarding a quote to American Disposal in the amount of \$33,077.00 for the demolition and removal of 4 residential structures

**Requested City Council Action**

Consider awarding a quote to American Disposal in the amount of \$33,077.00 for the demolition and removal of 4 residential structures



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0701      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider awarding a quote to North Country Abatement in the amount of \$9,850.00 for hazardous material abatement in 3 residential structures

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider awarding a quote to North Country Abatement in the amount of \$9,850.00 for hazardous material abatement in 3 residential structures

**Background Information:**

In the past two years, the City Council, under separate actions, ordered the razing of four single family dwellings and on residential accessory structures, located on these parcels of land in the northwest area of the City. The five individual structures, located on parcels: 91-018-3411, 91-415-1035 and 91-561-0270, have been found to meet the hazardous building criteria under Minnesota Statute 463.15.

As the individual property owners either did not have intentions or means to remove these structures within the time allotted, the City must take action to contract for their removal. Prior to their demolition, all hazardous materials, such as asbestos containing materials, must be abated. The City received two quotes for removal of those materials found to exist in three of the structures. The low quote was submitted by North Country Abatement of Goodridge, MN in a total amount of \$9,850.00

The full cost of the demolition and hazardous material abatement, less grant proceeds obtained from IRRRB, will be assessed to the individual properties.

**Staff Recommendation:**

Adopt a motion awarding a quote to North Country Abatement in the amount of \$9,850.00 for hazardous material abatement in 3 residential structures

**Requested City Council Action**

Consider awarding a quote to North Country Abatement in the amount of \$9,850.00 for hazardous material abatement in 3 residential structures



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0691      **Version:** 1      **Name:** CP 2011-2 CLB CO1  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 7/22/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider approving Change Order 1 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$21,179.03.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [7-28-14 Attachment CP 2011-2 CLB CO1.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Change Order 1 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$21,179.03.

**Background Information:**

During construction of the storm sewer outlet along 14th Street North, poor soils were encountered. These soils were not sufficient to be used for pipe bedding or for the road subbase. The attached Change Order covers the costs to remove the poor soils and backfill with suitable base material.

**Staff Recommendation:**

City Staff recommends approving Change Order 1 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$21,179.03.

**Requested City Council Action**

Consider approving Change Order 1 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$21,179.03.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. 122012	CONTRACT NO. 2011-2
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$21,179.03	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.  
During the construction of the storm outlet along 14th Street North, poor soils were encountered. These soils were not sufficient to be used for pipe bedding and for the road subbase. This change order covers the costs to remove these soils and backfill with suitable base material.

**COST BREAKDOWN**

Item No.	Item	Unit	Unit Price	Quantity	Amount
<b>Funding Category No. 002</b>					
2105.505	MUCK EXCAVATION	C Y	\$12.75	270	\$3,442.50
2105.507	SUBGRADE EXCAVATION	C Y	\$6.80	130	\$884.00
2105.604	GEOTEXTILE FABRIC TYPE V	S Y	\$2.00	487	\$974.00
2123.601	CREW DOWNTIME	LS	\$4,603.53	1	\$4,603.53
2451.607	CRUSHED ROCK (CV)	C Y	\$18.00	220	\$3,960.00
2451.607	TRENCH BACKFILL (CV)	C Y	\$7.00	210	\$1,470.00
2501.602	PIPE TIES	EACH	\$110.00	32	\$3,520.00
2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$1,725.00	1	\$1,725.00
2506.516	CASTING ASSEMBLY	EACH	\$600.00	1	\$600.00
<b>Funding Category No. 002 Total:</b>					<b>\$21,179.03</b>
<b>Change Order No. 1 Total:</b>					<b>\$21,179.03</b>

\* Funding category is required for federal projects.

**CHANGE IN CONTRACT TIME (check one)**  
Due to this change the Contract Time:

a.  Is Increased by \_\_\_ Working Days    b.  Is Not Changed  
 Is Decreased by \_\_\_ Working Days  
 Is Increased by \_\_\_ Calendar Days    c.  May be revised if work affected the controlling operation  
 Is Decreased by \_\_\_ Calendar Days

Approved By Project Engineer:	Approved By Contractor: Casper Construction
Signed _____	Signed <u>Tom Alvin</u>
Date: _____ Phone: (218) 326-7601	Date: <u>6/27/14</u> Phone: (218) 326-9637

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:





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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0692      **Version:** 1      **Name:** CP 2011-2 CLB CO2  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 7/22/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider approving Change Order 2 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$59,313.05.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [7-28-14 Attachment CP 2011-2 CLB CO2.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Change Order 2 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$59,313.05.

**Background Information:**

During construction, poor soils and excessive groundwater were encountered along Crystal Lake Blvd, from Pokegama Avenue to 2nd Avenue NE. These conditions did not show in the preliminary soil borings that were completed during design. The attached Change Order covers the costs to excavate and replace the poor soils and install draitile so the road could be properly constructed.

**Staff Recommendation:**

City Staff recommends approving Change Order 2 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$59,313.05.

**Requested City Council Action**

Consider approving Change Order 2 related to CP 2011-2, Crystal Lake Blvd Reconstruction Project in the amount of \$59,313.05.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 2

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. 122012	CONTRACT NO. 2011-2
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$59,313.05	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.  
During construction, poor soils and excessive ground water were encountered along Crystal Lake Boulevard, from Pokegama Avenue to 2nd Avenue NE. These conditions did not show in the preliminary soil borings that were completed. This change order covers the costs to excavate and replace these poor soils and install drain tile.

**COST BREAKDOWN**

Item No.	Item	Unit	Unit Price	Quantity	Amount
<b>Funding Category No. 001</b>					
2105.507	SUBGRADE EXCAVATION	CY	\$6.80	2696	\$18,332.80
2105.522	SELECT GRANULAR BORROW (CV)	CY	\$11.00	2493	\$27,423.00
2105.604	GEOTEXTILE FABRIC TYPE V	SY	\$1.25	3305	\$4,131.25
2211.503	AGGREGATE BASE (CV) CLASS 5	CY	\$22.00	203	\$4,466.00
2502.541	4" PERF PE PIPE DRAIN	LF	\$5.75	800	\$4,600.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$90.00	4	\$360.00
<b>Funding Category No. 001 Total:</b>					<b>\$59,313.05</b>
<b>Change Order No. 2 Total:</b>					<b>\$59,313.05</b>

\* Funding category is required for federal projects.

**CHANGE IN CONTRACT TIME (check one)**  
Due to this change the Contract Time:

a.  Is Increased by \_\_\_ Working Days    b.  Is Not Changed  
 Is Decreased \_\_\_ Working Days  
by \_\_\_ Calendar    c.  May be revised if work affected the controlling  
 Is Increased by Days    operation  
 Is Decreased \_\_\_ Calendar  
by \_\_\_ Days

Approved By Project Engineer:	Approved By Contractor: Casper Construction
Signed _____	Signed <u>Tom Alvin</u>
Date: _____ Phone: (218) 326-7601	Date: <u>7/22/14</u> Phone: (218) 326-9637

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0705      **Version:** 1      **Name:** Appointment of Donald Wilson to Firefighter position and Jacob Barsness to Firefighter Trainee position.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 7/24/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Appointment of Donald Wilson to Firefighter position and Jacob Barsness to Firefighter Trainee position.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

Appointment of Donald Wilson to Firefighter position and Jacob Barsness to Firefighter Trainee position.

**Background Information:**

With the resignation of Dustin Lane on July 8, 2014, there is a vacancy for a Firefighter. Fire Chief A.J. Morse is recommending re-classifying Donald Wilson from Firefighter Trainee to Firefighter effective July 29, 2014. That will leave a Firefighter Trainee position open; the Fire Chief has reviewed the eligibility list and is recommending the appointment of Barsness to the position of Firefighter Trainee effective July 29, 2014.

Donald Wilson was hired on June 23, 2014 as a Firefighter Trainee. Donnie is a graduate of Grand Rapids High School and received an Industrial Technology Power Generation from Itasca Community College. He also received Firefighter I and II certification from Mesabitec Community and Technical College. Donnie is currently employed at MN Power-Allete as an Environmental Systems Operator and was previously employed by the Coleraine Fire Department as a Firefighter, First Responder, and Secretary.

Jacob Barsness is a graduate of Grand Rapids High School and attended Itasca Community College. He is currently employed at Latvala Lumber Company where he works as a Driver/Yard Guy. Jacob has a Class B license with an air brake certificate, forklift license, and medical card. The offer of employment is contingent upon a successful psychological evaluation and pre-employment drug screening.

**Staff Recommendation:**

Fire Chief A.J. Morse is recommending the appointment of Donald Wilson to Firefighter and Jacob Barsness to Firefighter Trainee.

**Requested City Council Action**

Consider appointment Donnie Wilson to the vacant Firefighter position and Jacob Barsness to the position of Firefighter Trainee effective July 29, 2014 at the current rate of \$17.5808 per hour.



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0696      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider approving the verified claims for the period July 8, 2014 to July 21, 2014 in the total of \$828,058.41, of which \$384,706.67 are bond payments.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Bill List 07-28-14.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period July 8, 2014 to July 21, 2014 in the total of \$828,058.41, of which \$384,706.67 are bond payments.

**Requested City Council Action**

Consider approving the verified claims for the period July 8, 2014 to July 21, 2014 in the total of \$828,058.41, of which \$384,706.67 are bond payments.

CITY OF GRAND RAPIDS COUNCIL BILL LIST - JULY 28, 2014

DATE: 07/23/2014  
 TIME: 09:08:27  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
CITY WIDE		
2001750	TAUTGES REDPATH & CO LTD	5,648.85
	TOTAL CITY WIDE	5,648.85
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.56
0301685	CARQUEST AUTO PARTS	38.26
	TOTAL BUILDING MAINTENANCE-CITY HALL	63.82
FINANCE		
2001750	TAUTGES REDPATH & CO LTD	-11,460.31
	TOTAL FINANCE	-11,460.31
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	78.92
1301168	MARKETPLACE FOODS	15.14
1901535	SANDSTROM COMPANY INC	299.88
2209421	VIKING ELECTRIC SUPPLY INC	208.92
	TOTAL FIRE	602.86
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	166.60
	TOTAL INFORMATION TECHNOLOGY	166.60
PUBLIC WORKS		
0212553	BLOOMERS GARDEN CENTER	298.35
0221650	BURGGRAF'S ACE HARDWARE INC	61.97
0301685	CARQUEST AUTO PARTS	48.26
0315455	COLE HARDWARE INC	54.95
0518366	ERICKSON'S ITASCA LUMBER INC	255.00
0601690	FASTENAL COMPANY	227.71
0801535	HAMMERLUND CONSTRUCTION INC	3,006.00
0801825	HAWKINSON CONSTRUCTION CO INC	68.90
0801835	HAWKINSON REDI-MIX	60.75
0801836	HAWKINSON SAND & GRAVEL	465.25
0920061	ITASCA COUNTY TREASURER	7.20
1105444	KELLER FENCE COMPANY	1,495.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1200500	L&M SUPPLY	68.47
1301025	MAKI BODY & GLASS	296.16
1421155	NUCH'S IN THE CORNER	115.82
1605740	PETROCHOICE-ANDERSON LUBRICANT	505.20
1612045	PLAGEMANN'S LANDSCAPING	2,320.00
1615650	PORTABLE JOHN	1,747.50
1621125	PUBLIC UTILITIES COMMISSION	5,176.89
1621130	P.U.C.	2,325.28
1801610	RAPIDS PLUMBING & HEATING INC	908.40
1801897	RAYMOND JOHNSON	410.00
2300600	W.P. & R.S. MARS COMPANY	397.84
2605225	ZEE SERVICE COMPANY	58.10
TOTAL PUBLIC WORKS		20,379.00
FLEET MAINTENANCE		
0300020	CTM SERVICES INC	207.57
0301685	CARQUEST AUTO PARTS	585.50
1201850	LAWSON PRODUCTS INC	466.00
1301015	MACQUEEN EQUIPMENT INC	572.98
2300600	W.P. & R.S. MARS COMPANY	8.17
TOTAL FLEET MAINTENANCE		1,840.22
POLICE		
0103325	ACHESON TIRE COMPANY INC	20.00
0221650	BURGGRAF'S ACE HARDWARE INC	14.99
0300200	CDW GOVERNMENT INC	124.95
0301685	CARQUEST AUTO PARTS	85.34
0312750	CLUSIAU SALES	89.95
0315455	COLE HARDWARE INC	11.98
0409300	DIGITAL ALLY INC	3,693.00
0712225	GLEN'S ARMY NAVY STORE INC	48.99
0920057	ITASCA COUNTY SHERIFFS DEPT	66.75
1305060	MEDS-1 INC	100.00
1905640	LEIGH SERFLING	1,000.00
1920555	STOKES PRINTING COMPANY	58.39
2000400	T J TOWING	1,165.00
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	1,750.00
TOTAL POLICE		8,229.34
CENTRAL SCHOOL		

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	120.36
0221650	BURGGRAF'S ACE HARDWARE INC	9.45
0312105	CLAFTON BUILDERS INC	470.26
0315455	COLE HARDWARE INC	149.97
0405223	DEER RIVER HIRED HANDS INC	25.00
1520350	OTIS ELEVATOR COMPANY	2,411.16
1801555	RAPID PEST CONTROL INC	57.50
1909510	SIM SUPPLY INC	530.69
TOTAL		3,774.39
AIRPORT		
0415550	DOOR SERVICE INC	688.75
0504825	EDWARDS OIL INC	881.87
0801825	HAWKINSON CONSTRUCTION CO INC	154.05
0920120	ITASCA UTILITIES INC	1,000.00
2001750	TAUTGES REDPATH & CO LTD	3,000.00
TOTAL		5,724.67
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	25.84
0205153	BECKER ARENA PRODUCTS INC	926.00
0315455	COLE HARDWARE INC	62.25
0415650	DORHOLT TILE & HOME CENTER	222.27
0501656	THE EARTHGRAINS COMPANY INC	23.58
0801350	KELLY HAIN	110.00
1101800	CHRISTOPHER M. KAVANAUGH	475.00
1200500	L&M SUPPLY	9.65
1201730	LATVALA LUMBER COMPANY INC.	2,131.32
1301030	EMIL I. MAKINEN	200.00
1301168	MARKETPLACE FOODS	10.89
1301525	CODY MANN	310.00
1415655	NORVEND INC	80.00
1605611	PEPSI-COLA	822.97
1615200	ANTHONY JAMES PODOMINICK	265.00
1801610	RAPIDS PLUMBING & HEATING INC	508.40
1901535	SANDSTROM COMPANY INC	596.42
1908099	SHARP GUY SHARPENING	250.00
1909510	SIM SUPPLY INC	77.50
2001750	TAUTGES REDPATH & CO LTD	750.02
T000674	GREGORY DAYDODGE	475.00

CITY OF GRAND RAPIDS COUNCIL BILL LIST - JULY 28, 2014

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
T000899	JACE LUOMA	485.00
TOTAL GENERAL ADMINISTRATION		8,817.11
RECREATION PROGRAMS		
1601751	PAUL BUNYAN COMMUNICATIONS	720.00
T000965	NICOLE WICHMANN	42.00
TOTAL		762.00
STATE HAZ-MAT RESPONSE TEAM		
ST HAZ MAT COST RECOVERY		
0221650	BURGGRAF'S ACE HARDWARE INC	267.74
TOTAL ST HAZ MAT COST RECOVERY		267.74
ST HAZ MAT EDUCATION GRNT		
0312110	CLAREY'S SAFETY EQUIPMENT INC	1,425.14
TOTAL ST HAZ MAT EDUCATION GRNT		1,425.14
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	104.72
1612045	PLAGEMANNS LANDSCAPING	352.69
1615427	POKEGAMA LAWN AND SPORT	56.15
TOTAL		513.56
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	12.67
TOTAL		12.67
2009D GO EQPT CERTIFICATE		
2305447	WELLS FARGO BANK NA	13,382.50
TOTAL		13,382.50



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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
SP ASSESS IMP BOND-2001B		
2100265	U.S. BANK	2,433.13
	TOTAL	2,433.13
SP ASSESS IMP BOND-2006C		
2100265	U.S. BANK	25,700.00
	TOTAL	25,700.00
GO CIP REFUNDING BOND 2006B		
2100265	U.S. BANK	12,700.00
	TOTAL	12,700.00
SP ASSESS IMP BOND-2007A		
2305447	WELLS FARGO BANK NA	24,007.50
	TOTAL	24,007.50
SP ASSESS IMP BOND-2008C		
2305447	WELLS FARGO BANK NA	17,062.50
	TOTAL	17,062.50
GO STREET RECONST BNDS 2008B		
2305447	WELLS FARGO BANK NA	15,582.50
	TOTAL	15,582.50
GO IMP REFUNDING BOND-2009B		
2305447	WELLS FARGO BANK NA	900.00
	TOTAL	900.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
-----		
GO IMP BONDS 2009C		
2305447	WELLS FARGO BANK NA	84,626.25
	TOTAL	84,626.25
GO IMP, CIP & REFUNDING 2010A		
2305447	WELLS FARGO BANK NA	14,575.00
	TOTAL	14,575.00
GO IMP & RFNDING BONDS 2011B		
2305447	WELLS FARGO BANK NA	12,997.50
	TOTAL	12,997.50
GO IMPROVEMENT BONDS 2012A		
2305447	WELLS FARGO BANK NA	22,683.75
	TOTAL	22,683.75
GO IMP REFNDING BONDS-2013A		
2305447	WELLS FARGO BANK NA	5,435.00
	TOTAL	5,435.00
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	115,076.04
	TOTAL	115,076.04
TIF 1-6 OLD HOSPITAL BONDS		
2305447	WELLS FARGO BANK NA	17,545.00
	TOTAL	17,545.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
AIRPORT CAPITAL IMPRV PROJECTS		
2009 PROP ACQ & TREE CLEARING		
1309361	FAA-MIKE MONRONEY AERONAUTICAL	7,115.78
TOTAL 2009 PROP ACQ & TREE CLEARING		7,115.78
2014 CAPITAL EQUIP CERTIFICATE		
POLICE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	1,052.77
TOTAL POLICE		1,052.77
PIR-PERMANENT IMPRV REVOLV FND		
NO PROJECT		
0103145	ACCT INC	2,844.00
2001750	TAUTGES REDPATH & CO LTD	6,360.17
TOTAL NO PROJECT		9,204.17
STORM WATER UTILITY		
0315455	COLE HARDWARE INC	172.30
0801535	HAMMERLUND CONSTRUCTION INC	3,733.35
0801825	HAWKINSON CONSTRUCTION CO INC	63.70
1605665	PERSONNEL DYNAMICS LLC	968.50
2001750	TAUTGES REDPATH & CO LTD	701.27
TOTAL		5,639.12
TOTAL UNPAID TO BE APPROVED IN THE SUM OF		\$ 454,486.17
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0200024	BP	76.94
0212750	BLUE CROSS & BLUE SHIELD OF MN	150.00
0212751	BLUE CROSS BLUE SHIELD	85.80
0218100	BRENT BRADLEY	80.00
0301530	CANON USA INC	2,253.00
0301650	JEFF CARLSON	120.00
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0315454	TRAVIS COLE	24.64
0405305	LYNN DEGRIO	80.00
0519645	ESSENTIA HEALTH VIRGINIA	293.52
0519653	ESSENTIA HEALTH MEDICAL	16.20
0519654	ESSENTIA HEALTH DEER RIVER	795.55
0519655	ESSENTIA HEALTH	63.98

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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0709225	WILBERT GIESE JR	383.88
0717989	GRAND PLAZA HOUSING	13,539.15
0717996	GRAND ITASCA CLINIC	247.17
0718015	GRAND RAPIDS CITY PAYROLL	221,442.75
0718070	GRAND RAPIDS STATE BANK	11,504.23
0718229	GREENWAY JOINT RECREATION ASSC	188.50
0805358	JACKIE HEINRICH	40.00
0900060	ICTV	37,445.35
0920055	ITASCA COUNTY RECORDER	138.00
1201402	LAKE COUNTRY POWER	45.76
1201450	LAKESWOOD HEIGHTS	8,807.60
1209516	LINCOLN NATIONAL LIFE	342.52
1209522	LINCOLN REPUBLIC INSURANCE CO	257.48
1301250	ROBERT MATTEI	81.36
1303018	MCBRIDE CHIROPRACTIC INC	17.22
1305046	MEDIACOM	11.03
1305218	METROPOLITAN ANESTHESIA	123.40
1309098	MINNESOTA DEPT OF ADMN	590.00
1309162	MN BCA/TRAINING & DEVELOPMENT	250.00
1309199	MINNESOTA ENERGY RESOURCES	51.01
1309335	MINNESOTA REVENUE	7,298.16
1309338	MN STATE TREAS/BLDG INSPECTOR	2,044.01
1309375	MINNESOTA UNEMPLOYMENT COMP FD	1,369.93
1405435	JEREMY NELSON	120.00
1405850	NEXTERA COMMUNICATIONS LLC	436.42
1415494	NORTHERN PINES ORTHOPAEDICS CL	30.25
1415496	NORTHERN ORTHOTIC & PROSTHETIC	75.47
1518550	MATTHEW O'ROURKE	80.00
1520720	KEVIN OTT	120.00
1601651	PN METHODIIST HOSPITAL CRNA	96.06
1601652	PARK NICOLLET	215.94
1601653	PARK NICOLLET METHODIST	688.99
1609561	PIONEER TELEPHONE	11.19
1621125	PUBLIC UTILITIES COMMISSION	6,454.81
1621130	P.U.C.	16,034.59
1801206	RADIOLOGIST ASSOC. IN DULUTH	39.07
1801239	RADTKE PHYSICAL THERAPY	31.84
1913344	HEATH SMITH	40.00
2000490	TDS Metrocom	1,053.42
2018348	TRIA ORTHOPAEDIC CENTER	31.43
2209665	VISA	6,600.45
2209705	VISIT GRAND RAPIDS	28,063.85
2301700	WASTE MANAGEMENT	2,429.62
2405650	XEROX CORPORATION	158.48
T0000249	SARAH WAGNER	9.22
T000902	DEPARTMENT OF TREASURY	234.00

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CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/28/2014

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF	\$ 373,572.24
	TOTAL ALL DEPARTMENTS	\$ 828,058.41



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0694      **Version:** 1      **Name:** Tax Abatement Public Hearing  
**Type:** Public Hearing      **Status:** Public Hearing  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Conduct a Public Hearing for review and proposed adoption of the resolution approving property tax abatement related to public facility improvements in the City of Grand Rapids and consider the issuance of tax abatement bonds.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Conduct a Public Hearing for review and proposed adoption of the resolution approving property tax abatement related to public facility improvements in the City of Grand Rapids and consider the issuance of tax abatement bonds.

**Background Information:**

The City has contemplated granting a property tax abatement in order to help acquire an HVAC system and construct a roof replacement for the City's Civic Center (the "Projects"), which will benefit certain property in the City, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Act").

Pursuant to Section 469.1813, subdivision 1 of the Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel(s) of property to pay for all or part of the cost of acquisition or construction of public facilities and to finance or provide public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated.

The City intends to issue its general obligation bonds, a portion of which will be designated as tax abatement bonds in the approximate aggregate principal amount of \$425,000 (the "Abatement Bonds") and will be issued to pay the costs of the Projects pursuant to the Act and are expected to be paid primarily through the collection of Abatement revenues.

**Staff Recommendation:**

Staff recommendation is to hold the Public Hearing.

**Requested City Council Action**

Hold a Public Hearing for review and proposed adoption of a resolution approving property tax abatement related to public facility improvements in the City of Grand Rapids and authorize the issuance of Tax Abatement Bonds.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0695      **Version:** 1      **Name:** Tax Abatement Resolution  
**Type:** Agenda Item      **Status:** Public Hearing  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider adopting a resolution approving Property Tax Abatement related to public facility improvements in the City of Grand Rapids and authorizing the issuance of Tax Abatement Bonds.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids 2014 Abatement Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving Property Tax Abatement related to public facility improvements in the City of Grand Rapids and authorizing the issuance of Tax Abatement Bonds.

**Background Information:**

A Public Hearing on the proposed Property Tax Abatement related to the public facility improvements was held July 28, 2014 (tonight). After conducting the public hearing, the Council may take action to adopt a resolution approving Property Tax Abatement related to public facility improvements in the City of Grand Rapids and authorizing the issuance of Tax Abatement Bonds. The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay 105% of the principal of and interest on the Abatement Bonds, up to a maximum of \$425,000.

**Staff Recommendation:**

The staff recommendation is to adopt a resolution approving Property Tax Abatement related to public facility improvements in the City of Grand Rapids and authorizing the issuance of Tax Abatement Bonds.

**Requested City Council Action**

Consider adopting a resolution approving Property Tax Abatement related to public facility improvements in the City of Grand Rapids and authorizing the issuance of Tax Abatement Bonds.

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING PROPERTY TAX ABATEMENT  
RELATED TO PUBLIC FACILITY IMPROVEMENTS IN THE  
CITY OF GRAND RAPIDS**

BE IT RESOLVED By the City Council (the "Council") of the City of Grand Rapids, Itasca County, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. The City has contemplated granting a property tax abatement in order to help acquire an HVAC system and construct a roof replacement for the City's Civic Center (the "Projects"), which will benefit certain property in the City, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Act").

1.02. Pursuant to Section 469.1813, subdivision 1 of the Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel of property to pay for all or part of the cost of acquisition or construction of public facilities and to finance or provide public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated.

1.03. The City has identified sixty-one (61) parcels located in the City, identified in EXHIBIT A hereto (the "Abatement Property"), which will be benefitted by the Projects and from which the City proposes to abate a portion of the City's share of taxes to help finance the Projects, subject to all the terms and conditions of this resolution.

1.04. The City intends to issue its general obligation bonds, a portion of which will be designated as tax abatement bonds in the approximate aggregate principal amount of \$425,000 (the "Abatement Bonds") and will be issued to pay the costs of the Projects pursuant to the Act and are expected to be paid primarily through the collection of Abatement revenues (as defined herein).

1.05. On the date hereof, the Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because (a) the Abatement will help finance the Projects, which are necessary to preserve and maintain certain public facilities in the City; and (b) the increased City taxes collected from the Abatement Property upon termination of the Abatement are expected to far exceed the amount of the Abatement collected from the Abatement Property during the term of this resolution.

2.02. It is hereby found and determined that the Abatement is in the public interest for the reasons described in Section 2.01 hereof.



Section 3. Actions Ratified; Abatement Approved.

3.01. The Board hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means the City's share of the real property taxes generated from the improvements on the Abatement Property, in the amounts described in this Section:

(i) The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay 105% of the principal of and interest on the Abatement Bonds, up to a maximum of \$425,000.

(ii) Notwithstanding anything to the contrary herein, the Abatement payable on any August 1 and subsequent February 1, combined, will not exceed the amount produced by extending the City's total tax rate for the applicable year against the tax capacity of the Abatement Property, as of January 2 in the prior year.

(iii) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year, exceed the greater of 10% of the City's levy for that year or \$200,000 (the "Abatement Volume Cap"). The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this Agreement.

(b) The City will pay the Abatement in semiannual installments each February 1 and August 1, commencing February 1, 2016, and continuing through February 1, 2025. The City will pay the Abatement solely to finance the cost of the Projects, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(c) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Act.

(d) In accordance with Section 469.1815 of the Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

3.03. The Mayor and City Administrator are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

Approved by the City Council of the City of Grand Rapids, Minnesota, this 28<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**ABATEMENT PROPERTY**

**Parcel Identification Numbers:**

91-017-1405	91-585-4142	91-590-0310	91-595-0520
91-017-1406	91-590-0120	91-590-0445	91-595-0530
91-017-1407	91-590-0130	91-590-0450	91-595-0540
91-585-0310	91-590-0140	91-595-0211	91-595-0560
91-585-0320	91-590-0205	91-595-0220	91-595-0570
91-585-0330	91-590-0210	91-595-0230	91-595-0580
91-585-0410	91-590-0215	91-595-0310	91-595-0591
91-585-0420	91-590-0220	91-595-0320	91-595-0610
91-585-4108	91-590-0225	91-595-0340	91-595-0620
91-585-4112	91-590-0230	91-595-0350	91-595-0630
91-585-4114	91-590-0235	91-595-0360	91-595-0710
91-585-4126	91-590-0240	91-595-0370	91-595-0720
91-585-4128	91-590-0245	91-595-0410	91-595-0740
91-585-4130	91-590-0250	91-595-0420	91-620-0245
91-585-4132	91-590-0255	91-595-0510	91-620-0290
91-585-4134			



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0698      **Version:** 1      **Name:** CIP Bond Public Hearing  
**Type:** Public Hearing      **Status:** Public Hearing  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Conduct a Public Hearing for adopting a five-year Capital Improvement Plan of the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Rapids 2014-2019\\_CIP Revised.pdf](#)

Date	Ver.	Action By	Action	Result
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Conduct a Public Hearing for adopting a five-year Capital Improvement Plan of the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.

**Background Information:**

Pursuant to Minnesota Statutes, Section 475.521, as amended (the "Act"), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements.

General Obligation Bonds do count against the City's legal debt limit. The issuance of any related debt requires a public hearing and is subject to reverse referendum. The Public Hearing is being held on Monday, July 28, 2014. If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election is filed with the City Clerk within 30 days after the public hearing, the City is required to hold a vote on the question at an election before bonds can be issued. The maximum cost of the 2014 projects in the plan is \$200,000.

A unanimous vote of the City Council is required to adopt the five-year Capital Improvement Plan of the City of Grand Rapids and for the adoption of the bond resolution.

**Staff Recommendation:**

The Staff recommendation is to hold the Public Hearing.

**Requested City Council Action**

Hold a Public Hearing for adopting a five-year Capital Improvement Plan of the City of Grand Rapids and authorize preliminary approval for the issuance of General Obligation Bonds.

This record is currently unavailable.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0704      **Version:** 1      **Name:** CIP 2014-2019 Resolution  
**Type:** Agenda Item      **Status:** Public Hearing  
**File created:** 7/23/2014      **In control:** City Council  
**On agenda:** 7/28/2014      **Final action:**  
**Title:** Consider approving a resolution adopting the Five-Year Capital Improvement Plan for the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids Resol Approving 2014-2019 CIP.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution adopting the Five-Year Capital Improvement Plan for the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.

**Background Information:**

A public hearing on the Five-Year Capital Improvement Plan for the City of Grand Rapids was held on July 28, 2014 (tonight). After conducting the public hearing, the Council may take action to adopt the Five-Year Capital Improvement Plan for the City of Grand Rapids and authorize preliminary approval for the issuance of bonds with a maximum amount of \$200,000.

**Staff Recommendation:**

Staff recommendation is to approve a resolution adopting the Five-Year Capital Improvement Plan for the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.

**Requested City Council Action**

Consider approving a resolution adopting the Five-Year Capital Improvement Plan for the City of Grand Rapids and authorize preliminary approval for the issuance of bonds.

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PLAN OF  
THE CITY OF GRAND RAPIDS AND PROVIDING  
PRELIMINARY APPROVAL FOR THE ISSUANCE OF BONDS  
THEREUNDER**

BE IT RESOLVED By the City Council (the "Council") of the City of Grand Rapids, Itasca County, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. Pursuant to Minnesota Statutes, Section 475.521, as amended (the "Act"), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements.

1.02. The City has caused to be prepared the 2014 through 2019 Five-Year Capital Improvement Plan for the City of Grand Rapids, Minnesota (the "Plan").

1.03. On the date hereof, the Council conducted a duly noticed public hearing regarding adoption of the Plan pursuant to the requirements of the Act and the issuance of general obligation bonds thereunder (the "Bonds").

1.04. The principal amount of the Bonds to be issued in 2014 under the Plan shall not exceed \$200,000.

1.05. In considering the Plan, the Council has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the City;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units.

Section 2. Findings.

1. The Plan is hereby approved.
2. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations.

3. The City gives preliminary approval to the issuance of the Bonds in 2014 in the maximum principal amount of \$200,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last general election, is filed with City Clerk by August 27, 2014, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

Approved by the City Council of the City of Grand Rapids, Minnesota, this 28<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk