

**AGENDA
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JANUARY 14, 2024 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Consider Metropolitan Planning Organization Lease Agreement – Nancy Ellis**
- 2. Consider Approving Update to the East Grand Forks Fire Relief Association Bylaws – Andrew Robertson**
- 3. Discussion on Coalition of Greater MN Cities Legislative Day at State Capitol & City Priorities – Reid Huttunen**
- 4. Discussion of Possible Visioning Session – Reid Huttunen**

ADJOURN:

Upcoming Meetings

Council Meeting – Tuesday, January 21, 2025 – Council Chambers – 5:00 PM
Work Session – Tuesday, January 28, 2025 – Training Room – 5:00 PM
Council Meeting – Tuesday, February 4, 2025 – Council Chambers – 5:00 PM
Work Session – Tuesday, February 11, 2025 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

Request for Council Action

Date: January 14, 2025

To: East Grand Forks City Council Mayor Mark Olstad, Council President Brian Larson, Council Vice-President Tim Riopelle, Council Members Tami Schumacher, Ben Pokrzywinski, Dale Helms, Donald Casmey, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Lease agreements at City Hall for MPO

STAFF REQUEST:

Staff is asking that you review the 2025-2026 lease agreement for the GF-EGF MPO with the addition of the EDA Office space (203sq ft) and an increase to \$14.50/sqft for 2026. Once approved, it will go to the MPO for their approval; or to come back to the Council to negotiate.

BACKGROUND:

Currently, the MPO leases 776 sq ft of office space on the 2nd Floor East Wing at \$13.50 per square foot for a total of \$10776 (\$10476+ \$300 storage). The lease was approved for two years, 2024 and 2025. This past year we remodeled the CD/EDA space to allow for the renting of the EDA Director's office (203 sqft) to the MPO. With this remodel, we will need to redo the rental agreement between the City and the MPO.

I propose the following: 1) The MPO will continue at \$13.50/sqft; as approved the last lease agreement. However, we will include the added square footage and remove the storage cost. The new yearly lease is \$13216.50; 2) The rent will increase to \$14.50/sqft in 2026 to help with the cost of the remodel, maintenance and utility costs; 3) I recommend a two-year lease agreement.

The new lease agreement is included for your review.

City of East Grand Forks Lease Agreement

Whereas, the GF/EGF MPO wishes to lease space from the City of East Grand Forks; and

Whereas, the City currently has available space in its City Hall building; and

Whereas, the City believes the GF/EGF MPO would provide other positive contributing factors to the City by locating their office at the City Hall building.

Now, therefore, for valuable consideration, the City and GF/EGF MPO agree as follows:

The City will:

1. Provide to GF/EGF MPO an approximately 979 sq. ft. of office space, currently labeled Rooms E212, E213, E214 and EDA Office. This has been discussed with and agreed to by the City Administrator.
2. Permit security access outside regular City working hours.
3. Provide reasonable access to use the City Council Chambers or a conference room on an as needed basis, but only when such use does not conflict with the City's need for such space, and all conflicts will be resolved by the City.
4. Allow GF/EGF MPO to have an identity sign, etc. on the premises, the size and location to be approved by the City.
5. Provide use of other customary City Hall service areas for GF/EGF MPO employees, such as the employee lunchroom, restrooms, etc.
6. Provide current janitorial services to the areas proposed to be used by GF/EGF MPO in the same manner as the City receives, including removal of regular trash and recycling products. GF/EGF MPO will pay for any special fees for disposal of computers, or the like.
7. Allow existing parking areas to be used by GF/EGF MPO employees and visitors.
8. Provide electric, heating/cooling, water and sanitary sewer at no additional cost.
9. Provide fire and general liability insurance on the building.
10. Provide Communication services, phone, network access, GB data storage; and IT desktop support and technical services at the following prices: (See Page 2)

Charges for Phone service, Network Access, Data Storage and IT Support

1. Phone Service. This includes basic IP phone station; DID number; voicemail; call transfer/forward/waiting; routine service requests such as ring group changes, number of rings to voice mail, voice mail password reset, etc. Any requests requiring in depth planning or engineering will be charged on a time and material basis (see support service charges).

\$6.75 per phone per month \$6.75 X no. of phones = \$ 27.00 /month

2. Network Access. Provides access to department VLAN or EGF Metro Area Network, Internet access with multiple circuit redundancy, firewall services, Active Directory authentication service (includes basic service requests for password resets, add/remove users, change user groups) and security services. This does not include phone stations subscribing to EGF phone service (see above).

\$10.00 per device per month \$10.00 X no. of devices = \$ 50.00 /month

3. Data Storage. Provides a dedicated data store attached to the Metro Area Network with data replicated in two geographically separated locations, nightly backups and archives stored at 3 locations. Data recovery from backups will be billed at time and material rates (see support service charges).

\$0.25 per GB reserved per month \$0.25 X 300 no. of GB = \$ 75.00 /month

4. Desktop support and other technology services. This is charged at a labor rate of \$47.00/hour during normal working hours: Monday – Friday, 8:00am to 4:00pm on non-holidays. Billed in half-hour increments plus actual material and outside resource expenses incurred. Anything outside of normal working hours, considered after hours calls, or on holidays will be charged at the labor rate of \$70.50/hour and will be a 3 hour minimum charge plus actual material and outside resource expenses incurred.

1. Make all leasehold improvements to the existing “area” at their expense and in a manner that is approved by the City.
2. Pay the City rent at the negotiated terms of \$13.50 base rate per square foot for 2025 and \$14.50 for 2026. (**\$13216.50 for 2025 and \$14195.50 for 2026**)
3. Pay the City rent, on the 1st of each month _____ or at a negotiated time, such as quarterly _____ or yearly _____
4. Pay for any costs associated with additional access/security improvements as it or the City desires.
5. Furnish its own computer system; however, the City will provide internet connections only. The City currently has an agreement with Water & Light Department for IT services.
6. Maintain a certificate of insurance as required by the East Grand Forks City Attorney to cover its employees, liability, and personal property, and pay any additional premium required by the City’s insurers by reason of presence.
7. Not make any permanent improvements or changes to the area without prior City approval.
8. Limited storage may be offered in an area to be determined by the City for **\$30** per month.

Duration and Termination

- (1) This agreement shall be for a period through 2026 and may be continued thereafter on terms acceptable to both parties.
- (2) Either party shall have the right to terminate this agreement upon written 90-day notice to the other party.

Company/Organization _____

Dated: _____

By _____

By _____

CITY OF EAST GRAND FORKS

Dated: _____

By _____
Its Mayor

By _____
Its City Administrator

Space Available in City Hall

1st Floor

E112	363.00 sq.ft.	(33' X 11')
E113	207.00 sq. ft.	(11.5' X 18')
E114	453.75 sq. ft.	(33' X 13'10")
TOTAL	1023.75 sq.ft.	

W118	810.00 sq.ft.	(45' X 18')
W128	238.00 sq. ft.	(17' X 14')
W129	396.00 sq. ft.	(16.5' X 24')
W130	231.00 sq.ft.	(16.6' X 14')
TOTAL	1675 sq. ft.	

2nd Floor

E212	231.65 sq.ft.	(13'10" X 16'8")
E213	198.00 sq.ft.	(12' X 16'8")
E214	346.50 sq.ft.	(24'10" X 14')
EDA office	203.00sq.ft.	(13'10" X 14'8")
TOTAL	979.15 sq.ft.	

W230	198.00 sq.ft.	(12' X 16.5')
TOTAL	198.00 sq. ft.	

Request for Council Action

Date: 1/10/25

To: East Grand Forks City Council Mayor Mark Olstad, Council President Brian Larson, Council Vice-President Tim Riopelle, Council Members Tami Schumacher, Ben Pokrzywinski, Dale Helms, Donald Casmey, and Karen Peterson.

Cc: File

From: EGF Fire Relief Association

RE: Request for Approval of Updated Bylaws

The East Grand Forks Relief Association made some updates to the bylaws that were approved in 2023. Updates to the bylaws requires approval from the Council as stated in Minnesota Statute 424A.02 subd 10.

The Fire Relief Association recently made the following changes:

Page 20 – 12.01 (D) was changed from 5% down to 2%

Page 32 – Addendum B – a benefit level was added that includes \$4,900 per year of service with 2% deferred interest

On page 33 – Addendum C – shows the proposed revision on the revision log.

Mr. Andrew Robertson will be at the work session to discuss this item and answer any questions.



Bylaws of the East Grand Forks Fire Department Relief Association

The Bylaws of The East Grand Forks Fire Department Relief Association are hereby amended in their entirety and restated effective as of *(Date)*.

The East Grand Forks Fire Department Relief Association

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***The East Grand Forks Fire
Department Relief Association***

ARTICLE I – Name

As provided by the Articles of Incorporation, the name of this organization shall be the East Grand Forks Fire Department Relief Association.

ARTICLE II – Purpose

As provided in the Articles of Incorporation, the purpose of the East Grand Forks Fire Department Relief Association is to provide retirement relief and other benefits to the members and their dependents. For purposes of Minn. Stat. § 424A, the East Grand Forks Fire Department Relief Association is a governmental entity that receives and manages public funds to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and, if applicable, emergency response. The East Grand Forks Fire Department Relief Association may also raise funds from private sources to furnish fire and emergency equipment for the East Grand Forks Fire Department, and for other purposes deemed necessary and appropriate by the East Grand Forks Fire Department Relief Association to the extent permitted by law. Benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by state law, through donations.

ARTICLE III – Definitions

Section 3.1 Type

The Association is a defined-benefit lump-sum Association subject to Minn. Stat. §§ 424A.015, 424A.02, and 424A.091 to 424A.094. All benefits provided by this Association derive from and are governed by Federal and State laws and these Bylaws.

Section 3.2 Association

The term “Association” means the East Grand Forks Fire Department Relief Association.

Section 3.3 Fire Department

The term “Fire Department” means the East Grand Forks Fire Department.

Section 3.4 Firefighter

The term “Firefighter” refers to the paid-on-call firefighter of the East Grand Forks Fire Department.

Section 3.5 Trustees

The term “Trustee” refers to the elected, appointed, or ex-officis that make up the Board of Trustees regardless whether they have a title or not.

The East Grand Forks Fire Department Relief Association

Section 3.6 Municipality(ies)

The term “Municipality(ies)” refers to the city of the City of East Grand Forks, Grand Forks Township, Rhinehart Township, Sullivan Township, Bygland Township, Huntsville Township, Nesbit Township and Keystone Township.

Section 3.7 Active Member

The term “Active Member” means a member of the Fire Department who is meeting or exceeding all requirements of the Fire Department and is considered a member in good standing as defined by the Fire Department.

Section 3.8 Deferred Member

The term “Deferred Member” means a member who has retired as a Firefighter of the Fire Department; and:

- (1) Who has served as an active Firefighter of the Fire Department for a period of twenty (20) or more years, although such service need not be continuous; or
- (2) Who has served as an active Firefighter of the Fire Department for a period of at least ten (10) years but not more than twenty (20) years, although such service need not be continuous and therefore be eligible for early vested benefits as provided in Article XII of these Bylaws; and
- (3) Who has not taken a distribution

Section 3.9 Retired Member

The term “Retired Member” means a member Who has retired as a Firefighter of the Fire Department; and:

- (1) Who has served as an active Firefighter of the Fire Department for a period of twenty (20) or more years, although such service need not be continuous; or
- (2) Who has served as an active Firefighter of the Fire Department for a period of at least ten (10) years but not more than twenty (20) years, although such service need not be continuous and therefore be eligible for early vested benefits as provided in Article XII of these Bylaws; and
- (3) Who has taken a distribution.

Section 3.10 Inactive Member

The term “Inactive Member” means a member of the Association that is currently not allowed to accrue time in the Association and not allowed to participate in Fire Department activities.

Section 3.11 Year of Active Time Service Credit

The term “Year of Active Time Service Credit” for purposes of computing benefits or service pensions payable, a year of active time service shall be defined as a period of twelve (12) full months of active time service in the Fire Department.

The East Grand Forks Fire Department Relief Association

Section 3.12 Active Time Service Credit

The term “Active Time Service Credit” is based on Minn. Stat. § 424A.003, ensuring the Fire Chief will certify annually by January 31 the active time service credit for the previous calendar year of each Firefighter rendering active time service credit with the Fire Department to the membership and the Association.

The active time service credit certification must be expressed as the number of completed months of the previous year during which an active Firefighter rendered at least the minimum level of duties as specified and required by the Fire Department under the rules, regulations, and policies applicable to the Fire Department. No more than one year of active time service credit may be certified for a calendar year.

Section 3.13 Break in Service

The term “Break in Service” means the period of time between a termination or resignation and a return to active service, as determined by the rules and regulations of the Fire Department and the Association. In the event of any ambiguity, the Board will follow the rules and regulations, as interpreted by the Fire Chief of the Fire Department. Any member returning from a break in service must remain in active service equal in time to the break in service up to a maximum of two (2) years in order to qualify for any benefit increases having occurred during the break time. As indicated in Minn. Stat. § 424A.001 subd 9a.

Section 3.14 Leave of Absence

The term “Leave of Absence” means a separation of active service as determined by the rules and regulations of the Fire Department. When the leave of absence has been granted and the Firefighter does not return to active service, the date the Firefighter started the leave of absence shall be used as his/her date of retirement, if he/she is eligible for retirement. Members shall not be given credit for leave of absence. Any member returning from a leave of absence must remain in active service equal in time to the leave of absence up to a maximum of two (2) years in order to qualify for any benefit increases having occurred during the leave period.

Section 3.15 Surviving Spouse

The term “Surviving Spouse” means any person who was the dependent spouse of a deceased former member at the time of the death.

Section 3.16 Surviving Child or Children

The term “Surviving Child or Children” shall mean any natural or adopted child or children of the deceased member.

The East Grand Forks Fire Department Relief Association

Section 3.17 Beneficiary

The term “Beneficiary” pursuant to Minn. Stat. § 424A.02 subd 9, means the individual(s) that is/are entitled to receive a benefit following the death of an active, medically retired, deferred or early vested member means the following person, in the following succession:

- The surviving spouse, if no surviving spouse,
- The surviving child/children, if no surviving child/children,
- Any ancillary survivor’s benefit shall be paid to the beneficiary identified in writing, on forms supplied by the Secretary, and if no beneficiary is identified,
- To the estate or trust, as a funeral benefit

Section 3.18 Qualified Domestic Relations Order (QDRO)

The term “Qualified Domestic Relations Order” means any judgement, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minn. Stat. §§ 518.58 or 518.581.

Section 3.19 Fiscal Year

The term “Fiscal Year” means the Association’s fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year. Minn. Stat. § 424A.001, subd. 11.

Section 3.20 Books and Records

The Association will keep, at a minimum, correct and complete copies of its Articles of Incorporation and Bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, the Association records may not be destroyed. Minn. Stat. §§ 138.17; 317A.461.

Section 3.21 Medical Benefit

A Medical Benefit is based on information provided from the Fire Department that an individual is unable to perform Fire Department activities due to an injury or illness that has occurred while performing the duties of the Fire Department. This injury or illness is deemed to be permanent in nature. The Fire Chief will inform the Association of this situation and the Association will calculate the benefit for the Associations’ member based on Active Time Service Credit and current benefit level.

The East Grand Forks Fire Department Relief Association

Section 3.22 Retirement Benefit

The term “Retirement Benefit” refers to the lump sum money paid to each member of the Association based on the active service credit.

Section 3.23 Retirement Plan

The term “Retirement Plan” refers to the administration of the Special Fund and the distribution of the retirement benefit.

Section 3.24 Fiduciary Responsibility

The term “Fiduciary Responsibility” means the standard of care enumerated in Minn. Stat. § 11A.09. In addition, the trustees must act in accordance with Minn. Stat. § 356A. No trustee of the Association shall cause the association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one of the following direct or indirect transactions:

- (1) Sale, exchange, or leasing of any real property between the Association and any member of the Association or their immediate family members;
- (2) Lending of money or other extension of credit between the Association and any member of the Association or their immediate family members;
- (3) Furnishing of goods, services, or facilities between the Association and a Board member or their family; or
- (4) Transfer to a Board member or their family, or use by or for the benefit of a Board member, of any assets of the Association. Transfer of assets does not mean the payment of Association benefits or administrative expenses permitted by law.

Section 3.25 Bylaw Limitations

In the event that one of a new or newly modified state statute is enacted and is in conflict with a Bylaw listed in this document, the state statute will take precedence over that section of these Bylaws.

ARTICLE IV – Membership

Section 4.1 Member Start Date

All Firefighters of the Fire Department are eligible to apply for membership in this Association. The Firefighter’s start date with the Fire Department will be considered the start date to the Association. Providing an application for membership is completed on the form provided by the Association for the purpose of becoming eligible for benefits in the Association. If the application is not received by the Fire Department/Association within 30 days of the Fire Department hire date, then the date it is received will be used as the Association hire date.

The East Grand Forks Fire Department Relief Association

Section 4.2 Membership Application

All applications shall be made in writing on an application included in the employment pack of material. Each application shall be referred to the Board of Trustees for approval. Upon approval of the member's application, such member shall accrue active time service credit for all time served while in probationary status.

Section 4.3 Membership Dues

Each member of the Association is responsible for an annual due of \$10, payable on or before the date of the annual meeting of Association each year.

Section 4.4 Returning from a Break in Service

Any member returning to Active Service from a Break in Service must return to active service in the Fire Department for a period of time equal to the Break in Service, up to two (2) years, to qualify for any benefit increases established during the Break per the Association Bylaws. When the member does not meet those requirements, they shall be paid at the established benefit rate for the last year they met the requirements of the Fire Department.

Section 4.5 Returning from a Leave of Absence

Any member that is granted a personal leave of absence must return to active service in the Fire Department for a period of time equal to leave of absence, up to two (2) years, to qualify for any benefit increases established during the leave per the Association Bylaws. When the member does not meet those requirements, they shall be paid at the established benefit rate for the last year they met the requirements of the Fire Department.

Section 4.6 Resignation or Termination from Fire Department

Resignation or termination from the Fire Department shall cause termination of the member from the Association. If the member has attained some level of vesting that information will be retained by the Association, until the member has reached an age (50) when the member can apply for the benefit due them.

Section 4.7 Termination of Membership

Any member may be terminated from the Association for cause by two thirds vote of all members present at a special meeting of the membership. Cause for termination includes, but is not limited to, failure to account for money belonging to the Association, or feigning illness or injury for the purpose of defrauding the Association. A member may not be terminated except by a fair and reasonable process.

The East Grand Forks Fire Department Relief Association

Section 4.8 Uniformed Services

A Firefighter who is absent from firefighting duties due to participating in the uniformed services may obtain service credit for the period of the uniformed service, not to exceed five years, unless a longer period is required by Federal law, if the Firefighter returns within the time frame required by Federal law to firefighting service with coverage by this same Association or its successor upon discharge from service in the uniformed service.

Active Time Service Credit will not be given if the Firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions. This is in accordance with Minn. Stat. § 424A.021.

ARTICLE V – Board of Trustees

Section 5.1 Powers of Board of Trustees

The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association's plan assets in conformance with Federal and state law including, but not limited to, Minnesota statutes and these Bylaws. The members of the Board will act as Trustees, with a fiduciary responsibility to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality(ies), who help to finance the plan; and the State of Minnesota, which established the plan. Minn. Stat. § 356A.04, subd. 1).

The Board will invest and reinvest the Association's plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products. Minn. Stat. § 356A.02, subd. 2.

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education. The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities. Minn. Stat. § 356A.13, subd. 2.

Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot. Minn. Stat. § 317A.201; 356A.02, subd. 2.

The East Grand Forks Fire Department Relief Association

Section 5.2 Board of Trustees

The Board consists of nine (9) members (Trustees): six (6) Trustees elected by the membership of the Association and three ex-officio Trustees drawn from City of East Grand Forks per Minn. Stat. § 424A.04 subd 1. Of the three (3) ex-officio's, one must be an elected official, the other can be an elected or appointed municipal official (i.e.: City Administrator), and both must be designated annually by the municipal governing board. The third ex-officio must be the Fire Chief.

Section 5.3 Officers of the Board

The officers of the Association shall be President, Vice President, Secretary, and Treasurer and will be elected by the membership. An ex-officio trustee is not eligible to hold one of these offices per Minn. Stat. § 424A.04.

Section 5.4 Vacancy

In the case of death, resignation, or termination from the Fire Department or Board of any officer or trustee of the Association, the Board of Trustees will determine a candidate from the membership and appoint that person as a Trustee. That appointed individual will complete the unexpired term of office.

In the event that the vacancy is an officer an election for the officer position will take place at the next meeting where the newly appointed member is in attendance.

Section 5.5 Removal from Office of an Officer/Trustee

A general trustee or officer may be removed from the Board for cause. Cause for removal will include, but will not be limited to, the breach of the duties as set forth in these Bylaws. One or more of the Trustees or officers may be removed at a Special Membership meeting which has been called for that purpose, and will be removed by 2/3 vote of the members present, provided a quorum is present. The general trustee or officer will be furnished with a statement of the particular charges at least 10 days before the meeting being held. At the meeting, the general trustee or officer will be given an opportunity to be fully heard as to each charge. If a general trustee or officer is removed, a replacement will be elected at the same meeting, and such replacement will serve out the unexpired term of the removed general trustee or officer.

Section 5.6 Board of Trustees Compensation

The Board of Trustees will be compensated based on the stipend policy. This policy will be approved by the membership at the annual meeting. The Officers' salaries will be compensated from the Special Fund and the Trustees from the General Fund.

The East Grand Forks Fire Department Relief Association

Section 5.7 Indemnification

No member of the Board will assume any personal liability for any action taken by the Association, or Board of Trustees, or Executive Board as a voting body, whether or not then in office, and shall be indemnified by the Association against reasonable costs and expenses, including attorney fees, incurred by him/her in connection with any action, suit, or proceedings to which he/she may be a party by reason of his/her having been a trustee of the Association, except in relation to matters at which he/she shall finally be adjudged in such action, suit, or proceeding to have been derelict or negligent in the performance of his/her duties as a Board member. The foregoing right of indemnification shall not be exclusive of other rights to which he/she shall be entitled as a matter of law.

ARTICLE VI – Meeting Procedures

Section 6.1 Annual Meetings

An Annual Meeting of the membership of the Association will be held on the 1st Monday in December of each year. The meeting location will be Station 1 in the City of East Grand Forks.

In the event of a change, a notice of the Annual meeting of the Association will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the new date, time, and place of the meeting.

Section 6.2 Membership Meetings

Membership meetings will occur each month on the first Monday. The meeting location will be Station 1 in the City of East Grand Forks.

Special meetings of the membership may be called at any time upon the written order of two officers and one trustee of the Board of Trustees, or five (5) members of the Association. The order shall be filed with the Secretary and it shall be his/her duty to give due notice of the special meeting specifying the object of said meeting, no business shall be transacted at any special meeting except the business for which the meeting was called.

Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least three days before the date of the meeting and not more than 10 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

The East Grand Forks Fire Department Relief Association

Section 6.3 Board Meetings

The Board of Trustees shall meet as required during the year to manage the business operations of the Association. These meetings shall be open to any member.

The regular meetings of the Board of Trustees shall be held quarterly on the first Monday of the quarter at 5:30 p.m.

Special Board Meetings may be called by the President or by any of the members of the Board by written request, filed with the Secretary, who shall give notice to all the members of the time and place of the meeting, at least five (5) days prior to the meeting.

Section 6.4 Meeting Procedure

The order of business at all meetings (Annual, Board, and Special) called by the Association shall be conducted according to Robert's Rules of Order and follow this structure:

1. Call to order
2. Roll call (verify quorum)
3. Reading of the previous meeting
4. Reading of the reports and minutes of the board of trustees' meeting
5. Reports of the officers
6. Propositions for membership
7. Reports of the Special Committees
8. Unfinished Business
9. Election of officers (annual Meeting)
10. New Business
11. Adjournment

Section 6.5 Quorum for Meetings

A majority of the Board of Trustees then in office or 51% of the active members of the Association shall constitute a quorum for the transaction of business at their respective meetings. Any meeting that does not have a quorum will cause the meeting to be adjourned.

Attendance for all Board of Trustee meetings will include those individual(s) attending via an electronic conferencing tool, as long as the individual has given notification to one of the Board of Trustees Officers at least three (3) days prior to the meeting pending Board approval. Those individual(s) attending electronically will be afforded all of the same privileges as trustees attending in person.

The East Grand Forks Fire Department Relief Association

Section 6.6 Open Meeting Requirements

All meetings will be open to any member of the Association and to the public as described in Minn. Stat. § 13D.01. Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings. A schedule of the Association's regular Board meetings will be kept on file at the Board's primary office and posted in a public location. Any of the Association meetings may be closed if certain types of data are discussed as described in Minn. Stat. § 13D.05 subd 2.

ARTICLE VII – Election

Section 7.1 Officer/Trustee Term of Office

The Officer/Trustees shall be elected to three-year staggered terms. There will be two trustees elected each year at the December Annual meeting of the Association.

Section 7.2 Voting on Officers/Trustees

Each position on the Board of Trustees shall be voted on separately by the members in attendance at the Annual meeting. No nominations of slates of candidates or cumulative voting shall be allowed. A simple majority is needed to elect. Voting by proxy or absentee will not be allowed. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If the determination of the voice vote is not obvious than a paper ballot with take place. If an individual is running unopposed the chairperson of the meeting can call for by election by acclamation (white ballot).

The positions of President, Vice President, Treasurer and Secretary will be elected by the Board of Trustees and will have a term in office of one (1) year. This election will be held at first board meeting after the annual meeting.

Section 7.3 Elections

Elections will be held each year with two trustees being elected each year for a three (3) year term in office.

Section 7.4 Member Voting Eligibility

Only members that currently have a status of "Active" in the Fire Department and that are members of the Association shall have the right to vote at Association meetings.

ARTICLE VIII – Duties of the Officers

Section 8.1 Duties of the President

See "Position Description for the President" for a list of duties.

The East Grand Forks Fire Department Relief Association

Section 8.2 Duties of the Vice-President

See “Position Description for the Vice President” for a list of duties.

Section 8.3 Duties of the Treasurer

See “Position Description for the Treasurer” for a list of duties.

Section 8.4 Duties of the Secretary

See “Position Description for the Secretary” for a list of duties.

Section 8.5 Duties of the Board of Trustees

See “Position Description for the Trustee” for a list of duties.

Section 8.6 Duties of the Ex-Officio – City Appointed

See “Position Description for the Ex-Officio – City Appointed” for a list of duties.

Section 8.7 Duties of the Ex-Officio – Fire Chief

See “Position Description for the Ex-Officio – Fire Chief” for a list of duties.

ARTICLE IX – Funds Management

Section 9.1 Funds

All money received by the Association shall be kept in one of two separate funds. Disbursements from the funds shall be in accordance with Minnesota Statutes and the Bylaws of the Association. The Special Fund and a General Fund will be established and maintained by the Association.

Section 9.2 Fund Management

The Board of Trustees shall maintain all Association funds in an approved savings institution or investment firm. All money belonging to the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may designate. The Board of Trustees shall make deposits in conformance with state statute and the investment policy.

The East Grand Forks Fire Department Relief Association

Section 9.3 Investment Policy

The Board will approve an investment policy annually, and will investigate and prepare for the safe and profitable investment of Association funds in conformance with state statutes and the Association's investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by Minn. Stat. §§ 424A.05 subd 4; 424A.095; 356A.06, subd. 6; and 356A.06, subd. 7 (if the Association qualifies to use the expanded list). The Board of Trustees will maintain a copy of the investment policy of the Association on file. The Board of Trustees will file a copy of the Association's investment policy, and all changes to the policy, with the Office of the State Auditor.

Section 9.4 Bonding of Officers

All Officers of the Association with check signing ability, shall be bonded at 10% of net assets of the fund or up to \$500,000 per Minn. Stat. § 424A.014 subd 4.

Section 9.5 Standard of Fiduciary Conduct

Trustees owe a fiduciary duty to the members of the Association, who are plan beneficiaries; to the taxpayers of the municipality(ies), who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

ARTICLE X – Special Fund

Section 10.1 Special Fund

All public funds, such as fire state aid, supplemental state aid, municipal contributions, and supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by Minn. Stat. § 424A.05 subd 3.

The Treasurer is the custodian of the assets of the Special Fund and the recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting all transactions involving the financial activities of the Special Fund.

***The East Grand Forks Fire
Department Relief Association***
ARTICLE XI – General Fund

Section 11.1 General Fund

The funds received by the Association from events and other miscellaneous sources shall be kept in the General Fund of the Association on the books of the Treasurer and may be disbursed, with approval of the General Membership and/or the general disbursement policy, for any purpose reasonably related to the welfare of the Association or its members.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting any transactions involving the financial activities of the General Fund.

ARTICLE XII – Benefits

Section 12.1 Benefits

Any active member of the Association who meets the following qualifications shall be entitled to retirement benefits by the Association.

(a) Benefit

The Association manages a defined benefit plan that exclusively pays a lump sum pension benefit. Upon such qualifications being met, the Association shall pay a lump sum benefit according to the calculations of the 1971 Volunteer Firefighter's Relief Association Guidelines Act, as amended (Minn. Stat. § 424A.096). Any deferred member who has reached fifty (50) years of age, and who has at least twenty (20) years of active service credit in the Association, and who has made application of distribution therefore, the following shall be paid: An amount equal to the total active time service credit will be determined by using the formula in Addendum A multiplied by the base benefit amount contained in Addendum B, which is incorporated by reference herein.

(b) Early Vested Benefit

If an active member shall have served for more than ten (10) years, but less than twenty (20) years in the Fire Department, they may retire from the Fire Department and be placed on the deferred status (early vested) pension roll. When a member reaches the age of fifty (50) years and provided that at the time they have active service credit in the Association of at least ten (10) years, they shall, upon application therefore, in accordance with the formula in Addendum A multiplied by the base benefit amount contained in Addendum B with vesting applied, be eligible for benefit payout.

The East Grand Forks Fire Department Relief Association

(c) Medical Benefit

If an active member becomes unable to perform the duties of the Fire Department and the Fire Department certifies the medical information, then the member is eligible to receive a medical benefit. The benefit will be based on Active Service Credit that the member has accrued multiplied by the current benefit level listed in Addendum B.

(d) Deferred Interest

Deferred interest will be paid to all members of this association that obtain deferred status.

Interest will be paid at a rate of 2% per full year of deferred status. If full months, over and above full years, of deferred exist they will be pay at a monthly interest rate. The monthly rate is calculated by taking the 2% full year rate and dividing it by 12 and multiplying that by the full months. That will be the interest rate used for partial years of deferral.

Section 12.2 Supplemental Benefit

A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit to be paid is ten (10) percent of the regular pre-tax lump-sum distribution, excluding any interest that may have been credited during the period of deferral or \$1,000 whichever amount is smaller, in accordance with Minn. Stat. § 424A.10.

Section 12.3 Survivor Benefits

Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate/trust of the deceased member.

If there are no surviving children, the member's surviving spouse may waive, in writing, wholly or partially, the spouse's entitlement to a survivor benefit, so that the survivor benefit may be paid directly to the member's designated beneficiary.

A trust created under Chapter 501B may be a designated beneficiary if the survivor benefit will be distributed as a one-time lump-sum payment. If a trust was created and is payable to the surviving children and there is no surviving spouse, the survivor benefit will be paid to the trust.

The East Grand Forks Fire Department Relief Association

For active members, a survivor benefit is equal to the benefit level for each year that the member served as an active Firefighter in the Fire Department, at a vesting rate of 100%, will be paid upon death. If the member has less than 5 years of active service and has not separated from active service a benefit equal to five (5) years of active service will be paid. The current benefit level found in Addendum B is used in this calculation. Distribution of the benefit will follow Section 3.16.

Section 12.4 Survivor Benefits – Deferred Member

A survivor benefit equal to a deceased deferred member's deferred service pension will be paid on behalf of the deceased deferred member. The survivor benefit amount may not exceed the total earned service pension of the deceased deferred member. Distribution of the benefit will follow Section 3.16.

Section 12.5 Supplemental Survivor Benefit

A supplemental survivor benefit will be paid out of the Special Fund when a lump sum survivor benefit is paid to the surviving spouse or, if none, to the surviving child or children of a deceased active or deferred member. The amount of the supplemental survivor benefit to be paid is 20 percent of the survivor benefit or \$2,000 whichever amount is smaller, in accordance with Minn. Stat. § 424A.10.

Section 12.6 Requesting Benefits

Once a member has met the eligibility requirements they are entitled to apply for benefits from the Association. Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing and will be filed with the Secretary. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

All Applications for Distribution will be submitted to the Board for approval at a Board meeting by the Secretary. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

From the time the Association receives an approved benefit request form from the individual requesting benefit payment, until the payment is made, may not exceed 120 days.

The East Grand Forks Fire Department Relief Association

Section 12.7 Approval of Request for Benefits

It shall be the duty of the Board of Trustees to approve applications for service pensions and/or supplemental benefits, if the applicant meets all of the eligibility requirements set forth in these Bylaws. It shall also be the duty of the Board of Trustees not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the Board shall return the application to the applicant within 30 days, noting thereon, in detail, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full Board, pursuant to the Procedure for Review as provided by Article XV of these Bylaws. If the application is approved, the service pension shall be paid in the manner requested by the applicant pursuant to Article XIV of these Bylaws.

Section 12.8 Limitation

Following the receipt of a lump sum survivor's benefit neither a member's spouse nor estate is entitled to any other or further financial relief or benefits from the Association.

Section 12.9 Unclaimed Benefits

In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these bylaws or by State law, the benefit distributable to such member or survivor of such member will be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture will occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

ARTICLE XIII – Limits on Benefits

Section 13.1 Qualified Domestic Relations Order (QDRO)

An approved domestic relations order shall be accepted by the Board of Trustees if in compliance with state and Federal law. No benefits shall be paid under a domestic relations order which requires the plan to provide any type or form of benefit, or any option, not otherwise provided under the plan or under state law.

(a) QDRO Distribution to Alternate Payee

The Alternate Payee of a vested Firefighter will be paid based upon the directions of a Qualified Domestic Relations Order (QDRO). The QDRO must be approved and signed by the court before any action will take place. The Board of Trustees has 120 days to make this payment from the time the QDRO is received by the Board of Trustees. The 120 days will start at the first board meeting after receipt of the QDRO. Any penalties that are the results of early withdrawal or cash payment will be applied to the alternate payee. Record of this payment will be maintained by the Relief Association and the Firefighter's benefit will be discounted by this payment at the time the Firefighter is paid his/her benefit.

The East Grand Forks Fire Department Relief Association

Section 13.2 Garnishment, Judgment or Legal Process

No service pension or ancillary benefits paid or payable from the Special Fund of the Association to any person receiving or entitled to receive a service pension or ancillary benefits shall be subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58 or 518.581.

Section 13.3 Assignments

No person entitled to a service pension or ancillary benefits from the Special Fund of the Association may assign any service pension or ancillary benefit payments, nor shall the Association have the authority to recognize any assignment or pay over any sum which has been assigned.

Section 13.4 Benefit Amount Limitation

No provision, which places limits on benefits, as contained within Section 415 of the Internal Revenue Code shall be exceeded. Plan participants cannot receive an annual benefit greater than the amount specified in Section 415 of the code as may subsequently be amended.

ARTICLE XIV – Timing and Modes of Distribution

Section 14.1 Timing and Modes of Distribution

Because of the varying circumstances in each member's retirement planning, optional benefit payment methods are offered. Selection should occur after consultation with a tax consultant, insurance and/or estate planner, or an attorney. Alternate payment methods on the application form shall include.

- 1) A direct transfer on an institution-to-institution basis of the retiring member's lump sum payment to the member's individual retirement account (IRA).
- 2) A Retiring member may select one of the following cash distributions (subject to current income tax withholding requirements).
 - a. One lump sum distribution; or
 - b. Receive 3 payments spread across a 395-day period. Period time will start at the time the distribution is approved.

Section 14.2 Rollover Distribution

Upon written request from the retiring member who has given proper notice of retirement, the Secretary or Treasurer shall bring the request to the next Board meeting for review. Upon Board approval the Treasurer shall directly transfer the service pension amount into an Individual Retirement Account under Section 408(a) of the Internal Revenue Code, as amended.

The East Grand Forks Fire Department Relief Association

ARTICLE XV – Procedure for Review

Section 15.1 Application for Benefit Denied

In the event that the Board of Trustees denies an application for service or ancillary pension, the member shall be entitled to the right of appeal for the determination.

Section 15.2 Appeal for non-Service Credit related Denial

In the event that the Board of Trustees denies an application for benefits for a non-Service credit related issue, the Board of Trustees must notify the applicant within 30 days of the denial. The applicant can then appear before the Board of Trustees at the next regularly scheduled business meeting to have his appeal heard.

Section 15.3 Members Appeal Process and Timing for Active Service Credit

The Fire Chief shall notify each Firefighter rendering active service credit with the Fire Department of the amount of active time service credit rendered by the Firefighter for the previous calendar year. The active time service credit notification and a description of the process and deadlines for the Firefighter to challenge the Fire Chief's determination of active time service credit must be provided to the Firefighter 21 days prior to its certification to the Association and municipality(ies). This process is based on Minn. Stat. § 424.003 (c). Firefighters who wish to appeal their service credit must provide a written statement explaining the appeal to the Fire Chief by the date listed in the letter. The appeal will be reviewed by the Fire Chief who will make a final determination of the service credit within 5 business days.

ARTICLE XVI – Dissolution of the Association Retirement Plan

Section 16.1 Dissolution of the Association Retirement Plan

This article only applies to the dissolution of a retirement plan established and administered by the Association. It does not apply to a change in the plan, consolidation or a plan administered by the Public Employees Retirement Association. This Article conforms to Minn. Stat. 424B.22.

Section 16.2 Effective Date of the Dissolution

The effective date of the dissolution of the plan will be the dissolution date of the Association, if the Association is not being dissolved then the date will be the end of the calendar year that employment or services of the Firefighters has been terminated.

The East Grand Forks Fire Department Relief Association

Section 16.3 Vesting of Firefighters

All currently active Firefighters will, and deferred members may, be become fully vested

(100%) in the retirement fund. Their years/month of service will be calculated as of the effective dissolution date.

Section 16.4 Benefit Increase

The board of trustees may approve an amendment to the Bylaws of the association to increase the lump-sum up to a maximum of 125 percent of the maximum benefit allowed, as long as the Associations assets support the increase, without municipal contribution, as determined in Section 16.5 and taking into account Section 16.3. This increase will apply to all active and deferred Firefighters.

Section 16.5 Determination of Assets and Liabilities

- a) The board of trustees shall determine the following as of the date of termination of the retirement plan:
 - 1) The fair market value of the assets of the Special Fund;
 - 2) The present value of each member's accrued benefit, taking into account full vesting under Section 16.3 and any increased lump-sum benefit level approved under Section 16.4;
 - 3) The present value of any benefit remaining to be paid to each member in pay status, if any; and
 - 4) Administrative expenses incurred or reasonably anticipated to be incurred through the date on which all retirement benefits have been distributed or transferred or, if later, the effective date of the dissolution of the Association.

- b) The Board of Trustees shall compile a schedule that includes the following information:
 - 1) The name of each member in pay status to whom a benefit or pension is or will be owed;
 - 2) The name of each other benefit recipient to whom a benefit or pension is or will be owed; and
 - 3) For each individual described in clauses (1) and (2), the amount of the benefit or pension to which the individual is entitled under the Bylaws of the Association, taking into account the changes required or permitted by this section, the corresponding number of years of service on which the benefit or pension is based, and the earliest date on which the benefit or pension would have been payable under the Bylaws of the Association.

- c) If the Association is dissolving, in addition to the determination under paragraph (a) for the retirement plan, the Board of Trustees shall determine, as of the effective date of the dissolution of the Association, the legal obligations of the General Fund of the Association.

The East Grand Forks Fire Department Relief Association

Section 16.6 Protection of Investments

To minimize the risk of investment losses between the termination date and the date benefits will begin to be distributed, the Board of Trustees shall invest the assets in the special fund in low-risk investments, to the extent consistent with its fiduciary duty under Minn. Stat. 356A.

Section 16.7 Allocation of Surplus Funds

- a) If after completing the determination of assets, liabilities, and administrative expenses, there is a surplus, the Board of Trustees shall transfer to the affiliated municipality(ies) the lesser of (1) the amount of the surplus, or (2) the sum of all required contributions, without investment earnings or interest thereon, made by the municipality(ies) to the Association during the year in which the termination of the retirement plan occurs or during the preceding nine years.
- b) If the affiliated municipality(ies) did not make any required contributions to the Association during the current or preceding nine years or if, after the transfer described in paragraph (a), there is surplus remaining, the Association and the municipality(ies) will mutually agree on an allocation between them of the remaining surplus.
- c) If, within 180 days of the date of termination of the retirement plan, the municipality(ies) and Association have not reached an agreement on the allocation of the surplus under paragraph (b), then 50 percent of the surplus shall be retained by the Association and 50 percent of the surplus shall be transferred to the affiliated municipality(ies).
- d) Any surplus retained by the Association under paragraph (c) shall be allocated among all members eligible to share in the surplus in the same proportion that the present value of the accrued benefit for each eligible member bears to the total present value of the accrued benefits of all members eligible to share in the surplus, and each eligible member's benefit, as determined under Section 16.5 paragraph (a), clause (2), shall be increased by the member's share of the surplus. The Board of Trustees shall determine eligibility to share in the surplus, which may include any of the following, in addition to Firefighters active as of the date on which members became 100 percent vested:
 - 1) Inactive Firefighters;
 - 2) Former Firefighters with a deferred benefit under the retirement plan

If the Board of Trustees decides to include the individuals described in clause 2 in the allocation of the surplus, the Board of Trustees shall modify the method for allocating the surplus to take into account such individuals.

- e) Any amount of surplus transferred to the affiliated municipality(ies) under this subdivision may only be used for the purposes described in Minn. Stat. 424A.08, paragraph (a) or (b).

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Section 16.8 Immediate Distribution of Retirement Benefits

The Board of Trustees shall liquidate the assets of the Special Fund and pay retirement benefits and administrative expenses under the retirement plan within 210 days after the effective date of the termination of the retirement plan.

Without regard to whether the member has attained age 50, each member and other benefit recipient shall be permitted to elect an immediate distribution or a direct rollover of the member's benefit to an eligible retirement plan as permitted under Minn. Stat. 356.635, subd 3 to 7, if the benefit is an eligible rollover distribution as defined in Minn. Stat. 356.635, subd 4 and 5.

The Board of Trustees shall complete the distribution of all assets of the Special Fund by making any remaining distributions or transfers as required under Minn. Stat. 424B.22 subd 9 on behalf of members or other benefit recipients who cannot be located or are unresponsive and paying any remaining administrative expenses related to the termination of the plan.

Section 16.9 Missing Members

- a) If the Board of Trustees cannot locate a member or other benefit recipient or receives no response to an offer to distribute a retirement benefit, the Board of Trustees shall make a diligent effort to obtain a current address or other contact information as follows:
 - 1) Send a notice to the address on file for the member or other benefit recipient using certified mail;
 - 2) Check with the Minnesota State Fire Department Association, the municipality(ies), and any other employer of the member;
 - 3) Check with the member's designated beneficiary on file with the Association; and
 - 4) Use one or more of the internet search tools that are free of charge.
- b) If the Board of Trustees is unable to locate the member or other benefit recipient after taking the actions described in paragraph (a), the Board of Trustees shall transfer the retirement benefit to an individual retirement account or consider the retirement benefit abandoned and deposit funds in the amount of the retirement benefit with the commissioner of commerce under Minn. Stat. 345. The Board of Trustees may deposit a retirement benefit with the commissioner of commerce under Minn. Stat. 345.

Section 16.10 Supplemental Benefits

Within 60 days after the distribution of benefits under section 16.8, the municipality(ies) or independent nonprofit firefighting corporation with which the fire department is affiliated shall pay supplemental benefits under Minn. Stat. 424A.10 to each member and survivor who satisfies the requirements of Minn. Stat. 424A.10, subd 2, if the member is at least age 50. The Commissioner of Revenue shall reimburse the municipality(ies) or independent nonprofit firefighting corporation for all supplemental benefits paid as provided in Minn. Stat. 424A.10,

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subd 3.

Section 16.11 Notice of Retirement Plan Termination

The Board of Trustees shall notify the Commissioner of Revenue and the State Auditor that the retirement plan is being terminated no later than 30 days before the effective date of the termination of the retirement plan and provide any information the Commissioner or State Auditor may require.

Section 16.12 Finalization of the Association

The Association is dissolved effective on the date that the Board of Trustees completes the following actions:

- 1) Prepares and files with the State Auditor final audited financial statements, pursuant to Minn. Stat. 424A.014, subd 1, or, if applicable, the certified financial statement, pursuant to Minn. Stat. 424A.014, 2;
- 2) Liquidates the General Fund and settles all legal obligations of the General Fund as determined under subdivision 5;
- 3) Transfers the records of the Association to the chief administrative officer of the affiliated municipality(ies); and
- 4) Notifies the Commissioner of Revenue, the State Auditor, and the Secretary of State of the dissolution no later than 30 days before the effective date of the dissolution.

ARTICLE XVII – Amendments

Section 17.1 Amendment(s) Generation

The Bylaws of the Association may be amended by the Board of Trustees, if two Trustees submit a signed proposal to the Board at least ten (10) days but not more than thirty (30) days prior to a regularly scheduled Board meeting. The Bylaws of the Association may be amended by the membership of the Association if five (5) members submit a signed proposal to the Board at least ten (10) days but not more than thirty (30) days prior to a regularly scheduled Board meeting.

The Board of Trustees will then review the proposed amendment(s) and provide a recommendation on the amendment(s) to the membership. The recommendation will be distributed with the proposed amendment(s) to the membership.

Section 17.2 Amendment(s) Ratification - Membership

The Bylaws of the Association may be amended at any Annual or Special meeting by a 2/3 majority vote of the active members of the Association present, provided that a quorum is present; provided the proposed amendment(s) and recommendation was made available for membership review by one or more of the following methods: posting, reading at a meeting, or mailed/emailed to the membership. The availability for membership review must be at least

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10 days prior to the voting and not longer than 30 days.

Section 17.3 Amendment(s) Ratification – Municipality(ies)

Once these Bylaws have been amended by the Association, approval of the municipality(ies) is required per Minn. Stat. 424A.02 subd 10 followed by submitting a copy to the State Auditor for final approval.

If the proposed amendment(s) and recommendation change the amount of benefits or pensions, approval of the municipality(ies) must be obtained based on Minn. Stat. 424A.092 subd 6.

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ARTICLE XVIII – Signatures

Bylaws Approved by the East Grand Forks Fire Department Relief Association

**Membership on _____
Date of Approval**

President of the East Grand Forks Fire Department Relief Association Date

Treasurer of the East Grand Forks Fire Department Relief Association Date

Secretary of the East Grand Forks Fire Department Relief Association Date

Fire Chief of the East Grand Forks Fire Department Date

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Addendum A – Benefit Calculation formula

Table A – Completed years of active time service credit with no forfeitable portion of annual or prorated service:

Vested Years	Formula
10 years	$(60\% * (\text{benefit}) * (10 \text{ years}) + (((60\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
11 years	$(64\% * (\text{benefit}) * (11 \text{ years}) + (((64\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
12 years	$(68\% * (\text{benefit}) * (12 \text{ years}) + (((68\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
13 years	$(72\% * (\text{benefit}) * (13 \text{ years}) + (((72\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
14 years	$(76\% * (\text{benefit}) * (14 \text{ years}) + (((76\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
15 years	$(80\% * (\text{benefit}) * (15 \text{ years}) + (((80\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
16 years	$(84\% * (\text{benefit}) * (16 \text{ years}) + (((84\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
17 years	$(88\% * (\text{benefit}) * (17 \text{ years}) + (((88\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
18 years	$(92\% * (\text{benefit}) * (18 \text{ years}) + (((92\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
19 years	$(96\% * (\text{benefit}) * (19 \text{ years}) + (((96\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
20 years & over	$(\text{benefit}) * (\# \text{ of years}) + (((\text{benefit}) * (\# \text{ of Months})) / (12))$

Benefit = The most recent benefit level contained in Addendum B

Months = The number of full months of service certified by the Chief

**The East Grand Forks Fire
Department Relief Association**

Addendum B – Benefit level and year the increase went into effect

Table A – Contains a list of Benefit levels ratified by the Municipality(ies)

Benefit Level Effective Date	Benefit amount per year of Service	Deferred Interest	Ratification date by Municipality(ies)
2005	\$2,200	5%	
2007	\$2,300	5%	
2013	\$2,400	5%	
2014	\$2,800	5%	
2017	\$3,000	5%	
2018	\$3,175	5%	
2019	\$3,350	5%	
2021	\$3,800	5%	
1/2023	\$4,500	5%	
11/2023	\$4,500	2%	
01/01/2025	\$4,900	2%	

The East Grand Forks Fire Department Relief Association

Addendum C - Revision Log

Table A – Bylaw Revision table

Date Approved	Comments on Change	Revision Number
	Restatement of Bylaws	001
9/11/2023	Association approve	002
10/03/2023	City Council approve	002
12/02/2024	Association approve benefit increase to 4,900 starting 1/1/25	002

Request for Council Action

Date: January 14, 2025

To: East Grand Forks City Council Mayor Mark Olstad, Council President Brian Larson, Council Vice President Tim Riopelle, Council Members Tami Schumacher, Ben Pokrzywinski, Dale Helms, Donald Casmeay, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Coalition of Greater MN Cities – Legislative Action Day; Feb. 12th in St. Paul

Background:

The Coalition of Greater MN Cities will be holding their annual Legislative Action Day in St. Paul on Wednesday, February 12th. Registration for the conference closes on Friday, January 31. We typically have had at least two elected officials and staff attend. Are there any City Council members interested in attending this year?

Local priorities set by our City Council in 2024 were:

- Capitol Bonding request for Recreation Facility Improvements
- Industrial Park Infrastructure funding programs
- Local Government Aid (LGA) increases
- Support for new South-end Red River Bridge Crossing

CGMC Legislative Priorities for 2025 are:

- LGA and Property Tax Relief
- Water & Wastewater Infrastructure
- Child Care
- Housing
- Economic Development
- Transportation
- Emergency Medical Services

The legislative session begins Tuesday, January 14th. In the next week or so, staff would like to begin contacting legislators to set meetings while we are in St. Paul for CGMC Day.

Recommendation:

Seeking input from City Council on if you would like to attend the 2025 Legislative Action Day and what the City of East Grand Forks priorities/talking points should be.

Enclosures:

2025 CGMC Top Legislative Priorities

2025 CGMC TOP LEGISLATIVE PRIORITIES

LOCAL GOVERNMENT AID (LGA) & TAXES

- Add inflation & population growth to LGA appropriation on an ongoing basis
- Allow cities to authorize their own local sales tax (LST) under certain circumstances

WATER & WASTEWATER INFRASTRUCTURE

- \$299M in total funding for Public Facilities Authority (PFA) programs to support water & wastewater infrastructure
 - Increase grant caps for both the Point Source Implementation Grant Program (PSIG) & the Water Infrastructure Fund (WIF) to \$12M
- \$240M for lead service line replacement

CHILD CARE

- \$20M in bonding for the Greater MN Child Care Facilities Grant Program
- Advocate to increase funding for the DEED Child Care Economic Development grants

HOUSING

- \$20M for grants to support public infrastructure related to housing development
- Advocate for \$20 million for the Greater MN Housing Infrastructure Grants Program for FY26-27 & ongoing
- Eliminate income restriction for housing Tax Increment Finance (TIF) for Greater MN
- Oppose one-size-fits-all zoning & land use mandates on cities

ECONOMIC DEVELOPMENT

- Invest in the Greater MN Business Development Public Infrastructure (BDPI) Program
 - \$20M in general obligation bonds
 - Continue \$2.5M in annual general fund appropriations

TRANSPORTATION

- Support an infusion of \$400M in trunk highway bonds into the Corridors of Commerce program to address safety needs of highway travel in Greater MN
- Support \$250M in bonding for the Local Road Improvement Program & \$200M for the Local Bridge Replacement Program
- Support policies to speed up the phase-in of ongoing funding for small city streets
- Reduce the burden of highway expansion project GHG impact assessment legislation to ensure Greater MN highway safety projects can move forward without delay

EMERGENCY MEDICAL SERVICES (EMS)

- Support legislation that invests dedicated, ongoing monies to help support PSA license holders bridge a financial gap toward a long-term EMS sustainability plan
- Support long-term funding & reimbursement improvement strategies
- Support state policy changes that work toward workforce retention & recruitment improvements in Greater MN



Request for Council Action

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Cc: File

From: Reid Huttunen, City Administrator

RE: Looking to set date for 2025 City Council & Department Head Goal Setting

Background:

I'd like to set a date for an annual goal setting/visioning session with City Council and Department Heads. In 2024, we met on a Tuesday following one of our regular City Council meetings.

I'm proposing that we plan to meet for 60-90 minutes on Tuesday, February 4th to review our progress on 2024 priorities and set goals for 2025.

2024 City Council Top 5 Goals/Priorities

- Finalize EDA Strategic Plan and Hire new EDA Director
- Industrial Park Improvement and Expansion Plan
- Continuing progress on Local Sales tax vote and proposed projects
- Set Cannabis Zoning and Ordinances
- Continue progress on South End Bridge Study

Recommendation:

Seeking input on the proposed date and goals for the Visioning/Goal Setting session.

Enclosures:

none