

**DUNDAS CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 28, 2021
7:00 p.m. Dundas City Hall**

- 1. Call to Order/Pledge Allegiance**
- 2. Roll Call:** Mayor Glenn Switzer; Councilors Larry Fowler, Luke LaCroix, Grant Modory, Luke Swartwood
- 3. Public Forum**
- 4. Approval of Agenda***
Motion by _____, second by _____
- 5. Consent Agenda**
(All items on the Consent Agenda are considered routine and have been made available to the City Council at least two (2) days in advance of the meeting. The items will be enacted in one motion. There will be no separate discussion of these items unless a council member or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.)
 - a. Regular Minutes of June 14, 2021*
 - b. Disbursements* - \$111,949.67
Motion by _____, second by _____
- 6. Old Business**
- 7. Ordinances and Resolutions**
 - a. Ordinance 2021-07* An Ordinance Amending City Code Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, and Title XV: Land Usage, Chapter 151: Minimum Housing Standards Code
Motion by _____, second by _____
 - b. Resolution 2021-17* A Resolution to Approve the Northfield Fire Relief Association Increase to Pension Level Benefits and Corresponding Bylaw Change
Motion by _____, second by _____
- 8. New Business**
 - a. Consider Maintenance Agreement with Cummins, Inc.*
Motion by _____, second by _____
 - b. Consider Approving Anthony Brecht as Part-Time Police Officer*
Motion by _____, second by _____
- 9. Reports of Officers, Boards and Committees**
 - a. City Attorney
 - b. City Engineer*
 - c. City Administrator
 - d. Mayor, Councilors and Committees
- 11. Announcements**
 - a. City Hall CLOSED Monday, July 5 for July 4 Holiday
 - b. City Council Meeting – Monday, July 12 at 7:00 p.m. at City Hall
 - c. Park and Recreation Advisory Board – Tuesday, July 13 at 7:00 p.m. at City Hall
 - d. Planning Commission Meeting – Thursday, July 15 at 7:00 p.m. at City Hall
- 12. Adjourn**

**DUNDAS CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, June 14, 2021
7:00 p.m. Dundas City Hall**

UNOFFICIAL MINUTES

Present: Mayor Glen Switzer; Councilors: Grant Modory, Luke LaCroix, Luke Swartwood

Absent: Councilor Larry Fowler

Staff Present: City Engineer John Powell, Administrator Jenelle Teppen, Deputy Clerk Linda Ripka

CALL TO ORDER/PLEDGE ALLEGIANCE

Mayor Switzer called the Council meeting to order at 7:02 p.m. with the pledge of allegiance. A quorum was present.

PUBLIC FORUM - No public input.

APPROVAL OF AGENDA

Motion by Modory, second by LaCroix, to approve the agenda. Motion Carried Unanimously (MCU)

PRESENTATION

Mike Ludwig, Dundas Baseball Association

Ludwig reported to the Council on the preparation for the 2022 State Tournament stating the Baseball Association is at Phase 3 of 5 phases noting the grandstand and press box will be completed this fall. He reported the Board is reviewing permanent fencing, and an additional fund raising of about \$60,000 to \$100,000 is needed. He stated 10,000 to 15,000 people will be here during the three weekends of the State Tournament in 2022.

CONSENT AGENDA

Motion by LaCroix, second by Swartwood, to approve the consent agenda as follows:

Regular Minutes of May 24, 2021;

Resolution 2021-15 A Resolution Establishing an Economic Development Authority Fund;

Special Gambling Permit – Canvas Church;

Disbursements - \$127,548.84. MCU

OLD BUSINESS

No old business brought before Council.

ORDINANCES AND RESOLUTIONS

Resolution 2021-16 A Resolution Accepting the Quotes and Awarding a Contract for the Hester Street Mill & Overlay

Engineer Powell stated three quotes were received for the Hester Street Mill & Overlay project, and after review recommended accepting the quote of \$44,995 from Bituminous Material, Inc. and entering into a contract agreement.

Motion by Modory, second by LaCroix, to approve Resolution 2021-16. MCU

NEW BUSINESS

No new business brought before Council.

REPORT OF OFFICERS, BOARDS AND COMMITTEES

City Engineer – John Powell

Powell reported new area for Bridgewater Heights is being graded for the Tower Heights development. Discussion followed on other roads in need of review for work and stripping.

REPORT OF OFFICERS, BOARDS AND COMMITTEES (con't)

City Administrator – Jenelle Teppen

Teppen informed Council on a complaint from neighboring property concerning Chapel Brewing on outside music and urination.

Discussion on how to handle the noncompliance of parking issues from the letter to all residents and to have a plan in place. Consensus was to handle complaints coming in and give it a few weeks before another letter stating the noncompliance issues.

Teppen gave update on West Avenue Apartment project stating they want to grade this year and begin building next year.

Reminder: EDA meeting at 6:30 p.m. on Monday, June 28, 2021.

Mayor, Councilors and Committees

Councilor Swartwood stated would like more discussion on preparing for 2022 State Tournament.

ADJOURN

Motion by Swartwood, second by LaCroix, to adjourn the meeting at 7:50 p.m. MCU

Submitted by:

Attest:

Jenelle Teppen, City Administrator

Glenn Switzer, Mayor

DISBURSEMENT REPORT

City of Dundas
Council Meeting June 28, 2021

DATE	PAYABLE	AMOUNT
6/17/2021	PERA	\$3,198.07
6/18/2021	Empower Retirement	\$1,200.00
6/18/2021	MN Dept of Revenue	\$990.45
6/11/2021	MN Dept of Revenue	\$1,150.00
6/17/2021	IRS	\$4,828.77
6/17/2021	Payroll PP# 12 Employees	<u>\$14,845.16</u>
	Sub Total Paid Payroll and Sales Liabilities	\$26,212.45
6/23/2021	Nextiva VOIP	\$176.06
6/28/2021	Bill Payments	\$85,561.16
	Sub Total Paid Claims / Payment Liabilities	\$85,737.22
TOTAL	Payroll/Disbursements for June 28, 2021	\$111,949.67

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Payments

Current Period: June 2021

Payment Batch 062821AP		\$59,591.63	
Refer	0 <u>AFLAC</u>	Ck# 029068	6/28/2021
Cash Payment	G 101-21710 Other Deductions	Employee Reimbursed	HB065
Invoice	036460 6/6/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$367.62
Refer	0 <u>ALDRICH TECNNOLOGY CONSULT</u>	Ck# 029069	6/28/2021
Cash Payment	E 101-41000-310 Professional Services	Microsoft Exchange Online (plan 2)	
Invoice	5564 6/21/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$136.00
Refer	0 <u>BY ALL MEANS GRAPHICS</u>	Ck# 029071	6/28/2021
Cash Payment	E 101-42100-200 Supplies	business cards for pd	
Invoice	11763 6/18/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$45.00
Refer	0 <u>CAMPBELL KNUTSON</u>	Ck# 029072	6/28/2021
Cash Payment	G 430-22013 Escrow - Brd. Hgt. Pre. Plat	Bridgewater Heights Dev	
Invoice	5/31/2021		
Cash Payment	E 101-41000-304 Legal Fees	general matters	
Invoice	5/31/2021		
Cash Payment	E 235-46500-304 Legal Fees	EDA Services	
Invoice	5/31/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$10,674.19
Refer	0 <u>EPIC ENTERPRISES, INC</u>	Ck# 029074	6/28/2021
Cash Payment	E 101-45200-440 Cleaning Service	misc services-ball park	
Invoice	15351 5/31/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$67.50
Refer	0 <u>EPIC ENTERPRISES, INC</u>	Ck# 029074	6/28/2021
Cash Payment	E 101-43100-400 Repairs and Maintenanc	Misc services-PW	
Invoice	15356 5/31/2021		
Cash Payment	E 101-42100-440 Cleaning Service	Misc services-PD	
Invoice	15356 5/31/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$49.95
Refer	0 <u>ERIC LUNDIN, M.A., L.P.</u>	Ck# 029075	6/28/2021
Cash Payment	E 101-42100-306 Recruitment	psychological evaluation-pd	
Invoice	6/9/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$585.00
Refer	0 <u>GRETCHEN AMY</u>	Ck# 029076	6/28/2021
Cash Payment	E 101-41000-440 Cleaning Service	cleaning at City Hall	
Invoice	0101 6/22/2021		
Transaction Date	6/23/2021	Frandsen Bank	10100
		Total	\$320.00
Refer	0 <u>GROUNDART LAWN AND LANDSC</u>	Ck# 029077	6/28/2021
Cash Payment	E 101-45200-406 Grounds Maintenance	mowing	
Invoice	May 6/10/2021		
Cash Payment	E 602-49450-406 Grounds Maintenance	mowing	
Invoice	May 6/10/2021		

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Payments

Current Period: June 2021

Cash Payment	E 101-41000-200 Supplies	water			\$10.00
Invoice	176419	6/9/2021			
Cash Payment	E 101-42100-200 Supplies	water			\$10.00
Invoice	176419	6/9/2021			
Cash Payment	E 101-43100-200 Supplies	water			\$5.00
Invoice	176419	6/9/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$25.00
Refer	0 MINNESOTA VALLEY TESTING LA	Ck# 029084	6/28/2021		
Cash Payment	E 601-49400-310 Professional Services	Coliform & Mo Chlorine Report			\$42.00
Invoice	1091534	6/9/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$42.00
Refer	0 NCPERS GROUP LIFE INS	Ck# 029086	6/28/2021		
Cash Payment	G 101-21712 Life Insurance	Life Ins Premium July 2021			\$48.00
Invoice	433600072021	6/10/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$48.00
Refer	0 CITY OF NORTHFIELD	Ck# 029073	6/28/2021		
Cash Payment	E 101-43100-408 Sand/Rock/Dirt	road salt			\$6,862.90
Invoice	202106172202	6/17/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$6,862.90
Refer	0 OLYMPIC FIRE PROTECTION COR	Ck# 029087	6/28/2021		
Cash Payment	E 101-41000-406 Grounds Maintenance	annual inspection on wet pipe sprinkler system and backflow preventer			\$295.00
Invoice	68445	5/12/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$295.00
Refer	0 PEARSON BROS. INC.	Ck# 029088	6/28/2021		
Cash Payment	E 101-43100-411 Road Maintenance	seal coating			\$24,069.00
Invoice	5296	6/18/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$24,069.00
Refer	0 MN PEIP	Ck# 029085	6/28/2021		
Cash Payment	G 101-21712 Life Insurance	Employee Insurance:July 2021			\$10.35
Invoice	1097375	6/10/2021			
Cash Payment	G 101-21711 Dental Insurance	Employee Insurance:July 2021			\$82.04
Invoice	1097375	6/10/2021			
Cash Payment	G 101-21706 Hospitalization/Medical Ins	Employee Insurance:July 2021			\$2,124.96
Invoice	1097375	6/10/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$2,217.35
Refer	0 SARAH HUBACHER	Ck# 029089	6/28/2021		
Cash Payment	E 101-42100-208 Training and Licensing	reimbursement			\$294.04
Invoice					
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$294.04
Refer	0 SERVICEMASTER BY AYOTTE	Ck# 029090	6/28/2021		
Cash Payment	E 101-45200-440 Cleaning Service	COVID cleaning contract			\$325.00
Invoice	908783	6/15/2021			
Transaction Date	6/23/2021	Frandsen Bank	10100	Total	\$325.00
Refer	0 SPRINT	Ck# 029091	6/28/2021		

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Payments

Current Period: June 2021

Fund Summary

	10100 Frandsen Bank
101 GENERAL FUND	\$52,721.03
235 ECONOMIC DEVELOPMENT AUTHORITY	\$356.50
430 ESCROW DEPOSITS	\$2,664.00
601 WATER	\$3,790.10
602 SEWER	\$60.00
	<hr/>
	\$59,591.63

Pre-Written Checks	\$59,591.63
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$59,591.63

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Payments

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Current Period: June 2021

Payment Batch 062821AP2 **\$25,969.53**

Refer	0 MARCO, INC	<u>Ck# 029094 6/28/2021</u>	
Cash Payment	E 101-41000-413 Rental	Printer Lease 6/10/21-7/9/21	\$123.90
Invoice	29505285 6/11/2021		
Transaction Date	6/23/2021	Frandsen Bank 10100	Total <u>\$123.90</u>

Refer	0 CITY OF NORTHFIELD	<u>Ck# 029093 6/28/2021</u>	
Cash Payment	E 602-49450-385 Sewer Utilities	Wastewater Treatment	\$25,845.63
Invoice			
Transaction Date	6/23/2021	Frandsen Bank 10100	Total <u>\$25,845.63</u>

Fund Summary

	10100 Frandsen Bank	
101 GENERAL FUND	\$123.90	
602 SEWER	<u>\$25,845.63</u>	
	\$25,969.53	

Pre-Written Checks	\$25,969.53	
Checks to be Generated by the Computer	<u>\$0.00</u>	
Total	\$25,969.53	



REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Approving Ordinance 2021-07 Amending City Code Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, and Title XV: Land Usage, Chapter 151: Minimum Housing Standards Code

DATE: For the City Council Meeting of June 28, 2021

PURPOSE/ACTION REQUESTED

Consider approving Ordinance 2021-07 Amending City Code Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, and Title XV: Land Usage, Chapter 151: Minimum Housing Standards Code.

SUMMARY

The City Attorney has drafted the attached Ordinance for City Council consideration. Situations have arisen this Spring/Summer that have generated conversations about how we might better and more timely respond to issues and complaints.

Following are the proposed changes and the justification.

§ 92.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

(X) Access of property through a public right-of-way without the use of the driveway in a manner that causes disturbance to the vegetation in the right-of-way or causes erosion.

Adding this to the list of nuisances found in Chapter 92.18. While something similar is found in 154.067 of the Zoning Code (All parking areas are only to be accessed by the approved driveway and must meet setback requirements for driveways), this is more specific about driving over a curb onto the lawn.

TITLE IX: GENERAL REGULATIONS Chapter 92: Health and Safety; Nuisances

Over the last two years the City Council has amended the Nuisance section of the City Code in order to provide an easily understandable and fair process. This further refines the process and adds the option to forego the appeal to the City Council in favor of seeking a civil injunction. This would be useful for those repeat offenders, who no matter how many times they are given notice and either abate the nuisances themselves prior to getting to the City Council or have the City abate the nuisance – the problems continue.

§ 92.23 RECOVERY OF COST.

Adds clarity in that the City can recover all associated costs in nuisance abatement efforts. And streamlines the assessment procedures language.

§ 92.35 SHORT TITLE.

This subchapter shall be cited as the “Weed Ordinance”. We propose to repeal the current language and replace with the language set forth in the draft ordinance. Pertinent changes are that the height of the weeds/grass has been reduced from 12 inches to 8 inches and the process to eventual resolution is greatly reduced.

Steps in the current Code:

1. Complaint received
2. City inspects and verifies the complaint
3. Staff reports to the Council of the complaint
4. Council affirms staff report
5. Staff provides notice to property owner that they have seven days to abate
6. Property owner can appeal within 48 hours of the notice
7. Council hears appeal and makes determination
8. Abatement

Based on the timing of City Council meetings this process could take anywhere from 2-4 weeks. In the draft language, the ability to appeal the staff's notice is removed.

Chapter 151: Minimum Housing Standards Code

§ 151.04 ENFORCEMENT.

Current Code language sets forth a process where the Building Inspector notes a violation and goes to the Planning Commission. The PC then makes a recommendation to the City Council. If the Council confirms the violation the property owner is notified and then given a set period of time in which to resolve the violation.

Again, staff is attempting to shorten up the timeframes to correct violations.

RECOMMENDATION

Motion to approve Ordinance 2021-07 amending City Code Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, and Title XV: Land Usage, Chapter 151: Minimum Housing Standards Code.

ORDINANCE 2021 - 07

**CITY OF DUNDAS
RICE COUNTY, MINNESOTA**

*An Ordinance Amending City Code TITLE IX: General Regulations,
Chapter 92: Health and Safety; Nuisances and
TITLE XV: Land Usage, Chapter 151: Minimum Housing Standard Code*

THE CITY COUNCIL OF THE CITY OF DUNDAS, MINNESOTA, ORDAINS:

SECTION 1. That the Municipal Code of Dundas, Minnesota, Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, Section 92.18 Public Nuisances Affecting Peace and Safety, is hereby amended by adding subparagraph (X) as follows:

**TITLE IX: GENERAL REGULATIONS
Chapter 92: Health and Safety; Nuisances**

§ 92.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

(X) Access property through a public right-of-way without the use of the driveway in a manner that causes disturbance to the vegetation in the right-of-way or causes erosion.

SECTION 2. That the Municipal Code of Dundas, Minnesota, Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, Section 92.21 Abatement, and Section 92.22 Disposition of Property, are hereby repealed and replaced in their entirety as follows:

**TITLE IX: GENERAL REGULATIONS
Chapter 92: Health and Safety; Nuisances**

§ 92.21 ABATEMENT.

(A) General nuisance determination and notice.

(1) Whenever a law enforcement officer or designated city staff determines that a public nuisance is being maintained or exists on the premises in the city, the officer or designated staff person shall notify in writing the owner of record, any lessee, or occupant of the premises of the fact and order that the nuisance be terminated or abated. The notice of violation shall specify the steps to be taken to abate the nuisance and the time within which the nuisance is to be abated. The notice shall contain the following:

(a) A description of the real estate sufficient for identification;

(b) A description and location of the nuisance and the remedial action required to abate the nuisance;

(c) The abatement deadline to be determined by the enforcement officer to protect the health, safety, and welfare of the public;

(d) A statement that the notice may be appealed to the city council by filing a written request with the city administrator before the abatement deadline designated in the order and within five business days of service of the notice; and

(e) A statement that if the remedial action is not taken nor a request for a hearing filed with the city administrator within the time specified, the city may abate the nuisance and charge all costs incurred therein against the real estate as a special assessment to be collected in the same manner as property taxes under Minn. Stat. § 429.101, where applicable, or seek injunctive relief.

(2) Service of notice. Unless otherwise required, any one or more of the following methods of service shall be adequate:

(a) By personal delivery;

(b) By mail, unless it is a written order which gives three days or less for the completion of any act. If a mailed notice is returned by the United States Postal Service, a good faith effort shall be made to determine the correct address, unless the notice orders abatement and that abatement has been completed; or

(c) If the appropriate party or post office address cannot be determined after reasonable effort, by posting a copy of the order in a conspicuous place on the property for 72 hours.

(3) Appeal process.

(a) Setting a hearing date. In the event that an appeal is filed with the city administrator to appeal a notice of violation under this chapter or to appeal a resolution under (B)(1)(b) of this section, the city council shall schedule the matter for a hearing at the next scheduled city council meeting.

(b) Notice. The city administrator or their designee shall provide at least 72 hours' prior written notice of the date, time, place, and subject of the hearing. Notice must be served as detailed in (A)(2) above.

(c) Hearing. At the time of the hearing, the city council shall hear from the designated city staff, the city attorney, and any other parties who wish to be heard. After the hearing, the city council may confirm, reverse, or modify the order of the enforcement officer.

i. After the hearing, the council may, in the form of a resolution, declare there exists a public nuisance and shall in the resolution, fix a time within which the nuisance shall be abated and shall provide that if corrective action is not taken within the time specified, the city may abate the nuisance. The city administrator or their designee shall serve a copy of this resolution as detailed in (A)(2) above.

(B) General Abatement Procedures. Unless the nuisance is subject to special procedures described in state law or elsewhere in this Code, in which case those procedures shall be followed,

the city may abate a nuisance by any of the procedures described below, at the discretion of city staff.

(1) City council action.

(a) City council consideration. Without affecting any other penalty provision in this chapter, the city council may, in conjunction with such penalty or in the alternative in the form a resolution, declare that there exists upon privately owned lands or premises a public nuisance.

(b) Resolution. The city council may determine, by resolution, that the condition identification in the notice of violation is a nuisance and further order that if the nuisance is not abated within the time prescribed by the city council, the city may cause the removal or abatement of such nuisance.

(c) Notice of resolution. The city administrator or their designee shall serve a copy of this resolution as detailed in (A)(2) above. The notice shall designate the time that the council considers reasonable for the abatement or removal of such nuisance and the right to a hearing before the city council made within five days of the notice of abatement and that, if no hearing is demanded, any right to a hearing is waived.

(d) Abatement by owner, agent, or occupants. In instances where the council declares by resolution that there is a public nuisance and proceeds as provided herein, the owner, agent, or occupants of the premises, after such notice, shall remove and abate the nuisance. The cost of such removal or abatement shall be paid by the owner, agent, or occupants.

(2) Civil action. In conjunction with city council action, or in lieu thereof, the city may seek injunctive relief to terminate, restrain, or abate a public nuisance and to prohibit a violation of this chapter by temporary or permanent injunctive relief. If the court issues an abatement order requiring owner abatement or city abatement, then the city may dispense with the notice and hearing requirements of this section.

(C) Emergency procedure; summary enforcement. When the enforcement officer or an authorized representative determines that a nuisance exists on a property and the nuisance constitutes an immediate danger or hazard which if not immediately abated shall endanger the health or safety of the public and there shall not exist sufficient time to follow the procedures in this section, the city may abate the nuisance by the procedure described below:

(1) Order by mayor. The city shall order emergency abatement by an administrative order to be signed by the mayor. A good faith effort shall be made to inform the owner that the action is being taken.

(2) Notice of the abatement. Following an emergency abatement, as soon as the costs incurred are known, the enforcement officer shall serve written notice upon the owner. The notice shall contain:

(a) A description of the nuisance;

(b) The action taken by the city;

(c) The reasons for immediate action;

(d) The costs incurred in abating the nuisance and a statement that these costs may be charged as a special assessment against the property and collected in the same manner as property taxes; and

(e) A statement that the owner may obtain a hearing before the city council to review the actions taken by the city by filing a written request with the city administrator within ten working days of the date of the notice.

(3) Setting hearing date. In the event that the owner files a request for a review of the action with the city administrator, the city council shall as soon as possible fix a date for a hearing.

(4) Notice. The city administrator shall notify the owner of the date, time, place, and subject of the hearing by one of the service of notice methods listed in (A)(2) of this section.

(5) Hearing. At the time of the hearing, the city council shall hear from the enforcement officer, any authorized representative(s), and any other parties who wish to be heard. After the hearing, the city council may adopt a resolution levying an assessment for all or a portion of the costs incurred by the city in abating the nuisance as outlined in Section 92.23(B).

(D) Hazardous or Substandard Buildings. When a building or a property constitutes a fire hazard or a hazard to public safety or health the City may pursue removal of the hazard under Minn. Stat. §§ 463.15 – 463.261 as it may be amended from time to time.

(E) Abatement of abandoned and junk vehicles. The Chief of Police or their designee may take into custody and impound any vehicle described in § 92.16(M) in the manner authorized under City Code §§ 90.18 et seq. and M.S. Chapter 168B, as amended.

(F) Unlawful parties or gatherings. When law enforcement determines that a gathering is creating such noise disturbance as prohibited under § 92.18(F) or (G), the officer may order all persons present, other than the owner or tenant of the premises where the disturbance is occurring, to disperse immediately. Every owner or tenant of such premises who has knowledge of the disturbance shall make every reasonable effort to see that the disturbance is stopped.

(G) This chapter is supplementary and shall not deprive the city of any of its powers with respect to nuisances and abatement thereof, whether derived from common law, statute, or ordinance. The city, in its discretion, may proceed as provided under this section or provided any other applicable law or ordinance. In addition, a violation of this chapter shall constitute a misdemeanor. All subsequent offenses shall constitute a separate violation of this chapter.

§ 92.22 DISPOSITION OF PROPERTY.

The City maintains the right to dispose of all property that it removes from public and private property through abatement procedures set forth in this chapter. Upon seizure of the property

constituting the nuisance, the city will inventory the property, and the city administrator or the city administrator's designee will determine whether the items seized have any reasonable value, in excess of city costs to store and dispose of the property. If, after inventory, the city administrator or their designee makes a determination that no reasonable value of the property exists or that destruction of the property is necessary to abate the nuisance, the property shall be destroyed. If the city administrator or their designee, however, determines such destruction is not necessary and there is reasonable value remaining in the property, the property shall be sold. The amount of money received as a result of any sale, if any, shall be applied against the costs incurred by the city in the abatement, including without limitation the cost of the removal, storage, handling, destruction, disposal, staff time, legal, and other consulting fees. Any balance remaining after such reimbursement to the city, if any, shall be remitted to the property owner.

SECTION 2. That the Municipal Code of Dundas, Minnesota, Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, Section 92.23 Recovery of Costs, is hereby amended by deleting ~~strike through~~ language and adding the underlined language as follows:

TITLE IX: GENERAL REGULATIONS
Chapter 92: Health and Safety; Nuisances

§ 92.23 RECOVERY OF COST.

(A) Personal liability.

(1) The owner of premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative and legal costs.

(2) As soon as the work has been completed and the cost determined, the City Clerk-Treasurer or other official shall prepare a bill for the cost and mail it to serve it upon the owner. See Section 92.21(A)(2) for proper service methods.

(3) Thereupon, the amount shall be immediately due and payable at the office of the City Clerk-Treasurer.

(4) The city may recover the cost of abatement, including the costs of obtaining a court order, by civil action against the owner and/or the person who committed or maintained the nuisance. Recoverable costs include cost of the removal, storage, handling, destruction, disposal, staff time, legal, and other consulting fees. The city may assess such costs against the property as provided in subsection (B) of this section.

(B) Assessment. If the city is not fully reimbursed for all of its costs listed in (A)(4) of this section, all such unpaid costs, charges, and fees may be assessed against each lot or parcel where the nuisance existed, pursuant to Minn. Stats. § 429.101. The city council may direct that the costs, charges, and fees be certified to the county auditor for collection along with the current real estate taxes for the following year or in annual installments, not exceeding five years, as the council may determine in each case.

~~—(1) If the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks, the growth of weeds on private property or outside the traveled~~

~~portion of streets, or unsound or insect-infected trees, the City Clerk-Treasurer shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other the charges as well as other charges for current services to be assessed under M.S. § 429.101, as it may be amended from time to time, against each separate lot or parcel to which the charges are attributable.~~

~~—(2) The City Council may then spread the charges against the property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten, as the City Council may determine in each case.~~

SECTION 3. That the Municipal Code of Dundas, Minnesota, Title IX: General Regulations, Chapter 92: Health and Safety; Nuisances, Sections 92.35 through 92.43 are hereby repealed and replaced in their entirety with the following:

TITLE IX: GENERAL REGULATIONS
Chapter 92: Health and Safety; Nuisances

§ 92.35 SHORT TITLE.

This subchapter shall be cited as the “Weed Ordinance”.

§ 92.36 DEFINITIONS; EXCLUSIONS.

(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

WEEDS, GRASSES and RANK VEGETATION.

(a) Includes, but is not limited to, the following:

1. Alum (allium), Buckthorn, Bur Cucumber, Canada Thistle, Corncockle, Cressleaf Groundsel, Curly Dock, Dodder, Field Bindweed, French Weed, Hairy Whitetop, Hedge Bindweed, Hoary Cress, Horsenettle, Johnsongrass, Leafy Spurge, Mile-A-Minute Weed, Musk Thistle, Oxeye Daisy, Perennial Sowthistle, Poison Hemlock, Purple Loosestrife, Quackgrass, Russian Knapweed, Russian Thistle, Serrated Tussock, Shatter Cane, Sorghum, Wild Carrot, Wild Garlic, Wild Mustard, Wild Onion, Wild Parsnip;

2. Grapevines when growing in groups of 100 or more and not pruned, sprayed, cultivated or otherwise maintained for two consecutive years;

3. Bushes of the species of tall, common or European barberry, further known as berberis vulgaris or its horticultural varieties;

4. Any weeds, grass or plants, other than trees, bushes, flowers or other ornamental plants, growing to a height exceeding 8 inches; and

5. Rank vegetation includes the uncontrolled, uncultivated growth of annuals and perennial plants.

(b) The term **WEEDS** does not include shrubs, trees, cultivated plants or crops.

(B) In no event shall cultivated plants or crops include plants that have been defined by state statute or administrative rule as being noxious or detrimental plants.

§ 92.37 CUTTING AND REMOVAL OF GRASS, WEEDS, AND RANK VEGETATION.

It shall be unlawful for any owner, lessee or occupant, or any agent, representative, or employee of any such owner, lessee or occupant, having control of any occupied and unoccupied lot or land or any part thereof in the city to permit or maintain on any such lot or land, or on or along the sidewalk, street or alley adjacent to such lot, any growth of weeds, grasses, and rank vegetation. It shall also be unlawful for any such person to cause, permit or maintain poison ivy, ragweed, noxious or other poisonous plants, or plants detrimental to health, to grow or exist on any such lot or land in the city.

§ 92.38 DUTY OF OWNER, LESSEE, OR OCCUPANT.

All owners, lessees, or occupants shall be responsible for the removal, cutting or disposal and elimination of weeds, grasses, and rank vegetation or other uncontrolled plant growth on their property, necessary to comply with Section 92.37; provided that, except for poisonous, noxious, or harmful vegetation, if the cutting of weeds, grass or other vegetation has been and will be undertaken for agriculturally related purposes, the cutting of such vegetation must be done at least once every 35 days between May 1 and October 1, which shall be deemed in compliance with this article.

§ 92.39 REMOVAL BY CITY; COLLECTION OF COSTS.

If the provisions of Sections 92.37 and 92.38 are not complied with, the City Administrator or their designee, shall serve written notice upon the owner, lessee, or occupant or any person having the care or control of any such lot or land to comply with the provisions of this chapter. If the person upon whom the notice is served fails, neglects or refuses to cut and remove or cause to be cut and removed such weeds, grasses, or rank vegetation within seven days after receipt of such notice, or if no person can be found in the city who either is or claims to be the owner of such lot or land, or who either claims to represent such owner, the City Administrator or their designee shall cause such grass, weeds, or other rank vegetation to be cut and removed and the cost of inspection and such cutting and removal, plus other additional costs in connection therewith, may be assessed against each lot or parcel where the nuisance existed, pursuant to Minn. Stat. § 429.101. The city council may direct that the costs, charges, and fees be certified to the county auditor for collection along with the current real estate taxes for the following year or in annual installments, not exceeding five years, as the council may determine in each case.

SECTION 4. That the Municipal Code of Dundas, Minnesota, Title XV: Land Usage, Chapter 151: Minimum Housing Standards Code, Section 151.04, Enforcement, is hereby amended and replaced in its entirety as follows:

**TITLE XV: LAND USAGE
Chapter 151: Minimum Housing Standards Code**

§ 151.04 ENFORCEMENT.

(A) Unless the violation of this chapter is subject to special procedures described in state law or elsewhere in this Code, in which case those procedures shall be followed, the city may enforce this chapter by any of the nuisance procedures described in Section 92.21, at the discretion of city staff.

(B) Extension of time. In case of demonstrated hardship due to reasons beyond the control of the property owner (including, but not limited to, natural disasters; reasonably unforeseen material, equipment, or labor shortages; vandalism; or theft), the time allowed for bringing a violation of this chapter into compliance may be extended at the sole discretion of the city upon written appeal.

SECTION 5. That the Municipal Code of Dundas, Minnesota, Title XV: Land Usage, Chapter 151: Minimum Housing Standards Code, Section 151.99, Penalty, is hereby amended and replaced in its entirety as follows:

**TITLE XV: LAND USAGE
Chapter 151: Minimum Housing Standards Code**

§ 151.99 PENALTY.

Any person who violates this chapter shall be guilty of a misdemeanor. It shall also be a misdemeanor for anyone to aid, abet, advise, encourage, or assist another to violate any of the provisions of this section.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

ADOPTED by the City Council of the Dundas, Minnesota, this 28th day of June 2021.

CITY OF DUNDAS:

ATTEST:

By: _____
Glenn Switzer, Mayor

Jenelle Teppen, City Administrator-Clerk

Ordinance 2021-07

Published in the *Faribault Daily News* on July 3, 2021

ORDINANCE 2021-07

**CITY OF DUNDAS
RICE COUNTY, MINNESOTA**

*An Ordinance Amending City Code TITLE IX: General Regulations,
Chapter 92: Health and Safety; Nuisances and
TITLE XV: Land Usage, Chapter 151: Minimum Housing Standard Code*

The above-referenced Ordinance 2021-07 amends the Dundas City Code by amending City Code Chapters 92 and 151, to clarify the process for ordinance enforcement which was approved and adopted by the Dundas City Council on June 28, 2021. This summary is adopted pursuant to Minn. Stat. §412.191, Subd. 4.

A printed copy of the entire Ordinance 2021-07 is available for inspection and copying at Dundas City Hall, 100 Railway Street N, Dundas, MN 55019, and is posted at the Dundas City website at www.cityofdunds.org

Published by order:
Jenelle Teppen, City Administrator/Clerk
in the *Faribault Daily News* on July 3, 2021



REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Approving Resolution 2021-16 Approving the Northfield Fire Relief Association Request for Fire Relief Pension Benefits and Corresponding Bylaw Change

DATE: For the City Council Meeting of June 28, 2021

PURPOSE/ACTION REQUESTED

Consider Resolution 2021-16 approving the Northfield Fire Relief Association request for fire relief pension benefits and corresponding bylaw change.

SUMMARY

On May 20, 2021 the NAFRS Joint Power Board approved a Pension Benefit increase effective January 1, 2022 for firefighters.

All of the parties of the Joint Powers Board are required to approve the increase. Northfield approved a resolution on June 1, 2021 (copy attached).

I have attached the materials that were presented at the May 20 NAFRS Board meeting that provides the request and background materials.

RECOMMENDATION

Motion to approve Resolution 2021-16 approving the Northfield Fire Relief Association request for fire relief pension benefits and corresponding bylaw change.

**COUNTY OF RICE
STATE OF MINNESOTA
RESOLUTION NUMBER 2021 - 17**

*A Resolution to Approve the Northfield Fire Relief Association
Increase to Pension Level Benefits and Corresponding By-Law Change*

WHEREAS, the City of Dundas, Minnesota, is associated through a Joint Powers Agreement with the Northfield Area Fire and Rescue Services (the “NAFRS”); and

WHEREAS, the Northfield Fire Relief Association (the “NFRA”) provides retirement and other benefits to members and beneficiaries of NAFRS; and

WHEREAS, the NFRA recommends an increase in its benefits from the current amount of \$10,000 to \$13,000 per year of service; and

WHEREAS, the NFRA last increased Pension Benefits was in 2018; and

WHEREAS, the sole purpose of these funds, managed by the State of Minnesota Investment Fund, is to provide retirement benefits to fire fighters; and

WHEREAS, The Board of NAFRS has approved this change as they found it to be responsible and prudent;

NOW, THEREFORE, BE IT RESOLVED that the Dundas City Council finds this change to be responsible and prudent and approves the increase for the Northfield Fire Relief Association retirement benefit level for its paid-on-call fire fighters from \$10,000 to \$13,000 effective on January 1, 2022, and approve amendment to the NFRA bylaws Amendment A to reflect the approved benefit level.

ADOPTED by the City Council of the Dundas, Minnesota, on this 24th day of June, 2021

CITY OF DUNDAS BY:

ATTEST:

Glenn Switzer, Mayor

Jenelle Teppen, City Administrator/Clerk

Resolution 2021-17

NORTHFIELD AREA FIRE AND RESCUE SERVICE
JOINT POWERS BOARD RESOLUTION 2021-06
NORTHFIELD FIRE RELIEF ASSOCIATION BENEFIT LEVEL INCREASE

WHEREAS, the Northfield Fire Relief Association (NFRA) provides retirement and other benefits to the members and beneficiaries of Northfield Area Fire and Rescue Service (NAFRS); and

WHEREAS, the NFRA recommends an increase in its benefits from the current amount of \$10,000 to \$13,000 per year of service; and

WHEREAS, the NFRA last increased Pension Benefits in 2018; and

WHEREAS, the sole purpose of these funds, managed by the State of Minnesota Investment Fund, is to provide retirement benefits to fire fighters; and

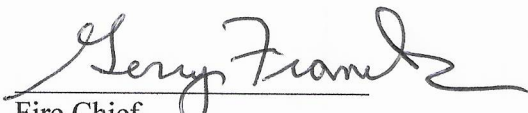
WHEREAS, the recommended benefit increase has been found to meet the definition of "fully funded" as defined in appropriate Minnesota Statutes as substantiated by an audit performed by a professional accounting firm in 2020, and

WHEREAS, the Joint Powers Agreement establishing the Northfield Fire and Rescue Service (NAFRS), in paragraph 13, assigns to NAFRS the responsibility for supporting and funding the NFRA.

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT POWERS BOARD: that the NAFRS Board finds this change to be responsible and prudent and approves the increase for the Northfield Fire Relief Association annual retirement benefit level for its paid-on-call fire fighters from \$10,000 to \$13,000 effective on January 1, 2022, and approve amendment to the NFRA bylaws Amendment A to reflect the approved benefit level.

PASSED by the Joint Powers Board of the Northfield Area Fire and Rescue Service on this 20th day of May, 2021.

ATTEST


Fire Chief


JPA Board Chairperson

VOTE:

	YES	NO	ABSTAIN	ABSENT
Bolduc				X
Castore	X			
Edwardsen	X			
Haase	X			
Liebenstein	X			
Ness	X			
Reister	X			
Switzer	X			

Northfield Area Fire and Rescues Service Joint Powers Board Meeting Date: 05/20/2021

To: Joint Powers Board
From: Northfield Fire Relief Association
Title: Pension Benefit Level Increase

Action Requested:

The Northfield Area Fire and Rescue Services approves the Resolution increasing the Pension Benefit Level from \$10,000 per year of service to \$13,000 per year of service to be effective as of January 1, 2022 and approve amendment of the NFRA bylaws Addendum A to reflect the approved benefit level.

Summary Report:

Over the past year plus, the Trustees have reviewed and discussed increasing the Lump Sum Service Pension Benefit from the current \$10,000 benefit level to \$13,000 as permitted by Minnesota Statute 424A.02. At its regular monthly meeting held on May 10, 2021, the Trustees voted unanimously in the affirmative to recommend approval of such a change in benefits referenced above and accordingly to draft the amendment to the NFRA by-laws reflecting same. Such by-law amendment will amend “Addendum A-Table LS-06” (attached).

The Trustees will present this by-law amendment to the full NFRA membership for approval at the relief association annual meeting to be held during the month of July.

With this pension benefit increase, the NFRA pension plan continues to fully fund operations and its obligations, requiring no municipal (NAFRS and Party) pension contributions (See Financial Summary below)

Summary Plan Description

A NAFRS paid, on-call fire fighter earns an annual pension benefit based upon each year of service (in good standing) as per the attached Addendum A schedule. Full vesting occurs after twenty (20) years of service vesting at a 40% level after the fifth year of service (no vesting prior to completion of year five (5) and increasing four (4) percentage points each year thereafter until full vesting at again, year twenty (20).

Investments

The benefits of this retirement plan which is a lump sum, defined benefit plan, are supported by investments managed by the State of Minnesota Investment Fund in a diversified investment portfolio. The Trustees monitor and review investment performance monthly. Such review encompasses, among other matters, known and potential fund liquidity needs (retirement distributions and deferred pension benefits (retirees under age 50)), current equity and bond market conditions and the investment allocation. At least annually, an independent investment

professional specializing in employee retirement plans meets with the Trustees to review recent fund performance and investment allocation strategies.

Pension Plan Costs

As required by State of Minnesota rules and regulations, the Trustees utilize form “SC-21” obtained from the Minnesota Office of the State Auditor which computes not only the current pension plan cost but also individual member and total plan liabilities. Due to the substantial “over-funding” (plan assets in excess of liabilities), no plan contribution from NAFRS and/or its three (3) parties has been required for many years. NAFRS has not contributed a pension contribution since its inception on September 1, 2014. See accompanying plan financial summary below. In recent years, the only additions to the plan are derived from the State of Minnesota insurance premium tax (Fire and Supplemental Aid) which has resulted in recent years in an annual cash contribution of approximately \$170,000. This contribution, coupled with favorable net investment returns has resulted in a substantial pension plan “over-funding” status. Such “over-funding” status is true at both the \$10,000 and \$13,000 benefit levels (See Financial Summary below.) (See also accompanying NFRA investment statement as of April 30, 2021.)

2020 GASB Actuarial Audit

Due to City of Northfield financial statement and related audit requirements NFRA is required to engage an independent actuarial study of this pension plan in accordance with GASB 67 and 68 requirements (See GASB review report attached). As suspected, given the methods utilized as compared to a substantially more conservative liability computation method utilized and prescribed by Form SC-21 as referenced above, the resulting plan liabilities under GASB 67 and 68 are significantly less than computed under Form SC-21 (See Financial Summary below).

It is very important to note that pension plan contributions, if any, must always be computed utilizing the result from Form SC-21 as per State statute (See Calculation of Required Contributions below.)

NAFRS engaged Hildi, Inc. to perform a professional study of the estimated Total Pension Liability (TPL or GASB 67) basis as well as on a Minnesota Statutory basis. Such information and the resulting report reflect NAFRS plan information as of January 1, 2021.

Paid On-Call Fire Fighter Compensation

The NFRA pension benefit is essentially the only employee benefit offered our NAFRS paid on-call fire fighters and of course, as referenced above, full vesting occurs only after twenty years of service in good standing. By way of background, there are no other employee benefits other than employer paid FICA/Medicare taxes (benefits) and a group accidental death and dismemberment insurance policy. The hourly wage for fire calls is \$21.63 per hour and for meetings and training, \$16.17 per hour. Annually, the average paid on-call NAFRS fire fighter earns less than \$4,000.

Thus, the NFRA Trustees believe this benefit increase is warranted, is feasible (adequate cushion in terms of assets substantially in excess of liabilities) and is a key factor in assuring that not only that we continue to attract outstanding individuals to join our NAFRS organization but provides some assurance that our paid on-call fire fighters will stay with the organization for a long period of time. As has been discussed previously, this favorable employment and fire fighter recruitment situation is uncommon across Minnesota and the Country.

Alternative Options:

None at this time

Financial Impacts:

Plan financial status as of January 1, 2021 [\$10,000 annual benefit level]:

Plan assets (principally investments):	\$7,553,000
Plan liabilities, Form SC-21 method [\$10,000/year-benefit level]	<u>\$3,790,000</u>
Plan fund surplus [\$10,000/year]	\$3,763,000
Plan fund surplus %	199%
Plan liabilities, GASB 67 & 68 method [\$10,000/year]	\$3,168,000
Plan fund surplus-GASB method [\$10,000/year]	\$3,853,000
Plan fund surplus %	222%

Projected Plan financial status as of January 1, 2021 [\$13,000 benefit level]:

Plan assets	\$7,553,000	
Form SC-21 method		
Plan liabilities, Form SC-21 method		
[\$13,000/year]		\$4,902,000
Plan fund surplus, Form SC21-method		\$2,651,000
[\$13,000/year]		
Plan fund surplus %		154%
Plan liabilities, GASB 67 & 68 method		\$4,083,000
[\$13,000/year]		
Plan fund surplus-GASB method		\$32,938,000
[\$13,000/year]		
Plan fund surplus %		172%

Form SC-21 Calculation of Required Contributions [\$13,000 BENEFIT LEVEL]-

Normal Cost	\$ 297,000
Projected Administrative Expense	\$ 6,000
Amortization of Deficit (none)	\$ 0
Total Pension Cost	\$303,000

10% of Surplus	\$265,000
Fire & Supplemental State Aid	\$177,000
Member Dues	\$ 0
5% of Projected Assets, 12/31/21	\$378,000
Total available to fund contrib.	\$820,000

NO REQUIRED CONTRIBUTION-CUSHION \$517,000

Tentative Timelines:

If the JPB approves the Benefit Level Increase, it will go into effect on 01/01/2022.

Addendum A

Northfield Firefighters Relief Association

Table LS-06

Date

Approved by NAFRS Board,

Proposed 5/2021

LUMP SUM SERVICE PENSION**EFFECTIVE 1/1/2022****\$13,000 BENEFIT LEVEL****Formula (Years X Level X Percentage)**

<u>Years of Service</u>	<u>\$ Level</u>	<u>Percentage</u>	<u>Amount</u>
5	\$13,000	40%	\$26,000
6	\$13,000	44%	\$34,320
7	\$13,000	48%	\$43,680
8	\$13,000	52%	\$54,080
9	\$13,000	56%	\$65,520
10	\$13,000	60%	\$78,000
11	\$13,000	64%	\$91,520
12	\$13,000	68%	\$106,080
13	\$13,000	72%	\$121,680
14	\$13,000	76%	\$138,320
15	\$13,000	80%	\$156,000
16	\$13,000	84%	\$174,720
17	\$13,000	88%	\$194,480
18	\$13,000	92%	\$215,280
19	\$13,000	96%	\$237,120
20	\$13,000	100%	\$260,000 BASE
21	BASE + \$13,000		\$273,000
22	BASE + \$26,000		\$286,000
23	BASE + \$39,000		\$299,000
24	BASE + \$52,000		\$312,000
25	BASE + \$65,000		\$325,000
26	BASE + \$78,000		\$338,000
27	BASE + \$91,000		\$351,000
28	BASE + \$104,000		\$364,000
29	BASE + \$117,000		\$377,000
30	BASE + \$130,000		\$390,000
31	BASE + \$143,000		\$403,000
32	BASE + \$156,000		\$416,000
33	BASE + \$169,000		\$429,000
34	BASE + \$182,000		\$442,000
35	BASE + \$195,000		\$455,000

No maximum years of service

Form SC-21

Northfield Fire Relief Association

OFFICE OF THE STATE AUDITOR

Active Member Information

Enter the Annual Benefit Level in effect for 2021:

\$13,000

Enter the Minimum Retirement Age:

50

Enter the Requirement for Full Vesting:

20

(If you change your benefit level before 12/31/2021, the SC must be recalculated and recertified at the new level.)

		2021						2022		
		Total Active Member Liabilities						4,821,514	5,118,210	
	Name	Status	Date of Birth	Fire Department Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service Member ?	To end of 2021		To end of 2022	
							Years of Service	Accrued Liability	Years of Service	Accrued Liability
1	Franek, Gerry	Active		6/2/1985	0		37	481,000	38	494,000
2	Dvorak, Thomas J	Active		3/7/1988	0		34	442,000	35	455,000
3	Jirik, Peter	Active		3/7/1988	3		34	442,000	35	455,000
4	Nelson, Thomas M	Active		3/7/1988	0		34	442,000	35	455,000
5	Canedy, Wade	Active		8/23/1993	0		28	364,000	29	377,000
6	Faust, Jesse	Active		11/23/1997	0		24	285,524	25	306,344
7	Wells, Aramis	Active		12/6/1999	0		22	232,544	23	250,408
8	Hoban, David	Active		6/17/2002	0		20	260,000	21	265,049
9	Ostberg, Jeffry	Active		6/17/2002	0		20	260,000	21	265,049
10	Redfield, Brian	Active		6/17/2002	0		20	260,000	21	265,049
11	Simonson, Sean	Active		6/17/2002	0		20	205,246	21	221,974
12	Erickson, Dean	Active		7/7/2008	0		13	137,412	14	143,672
13	Hall, Josh	Active		7/7/2008	36		10	91,179	11	103,306
14	Mulligan, Tommy	Active		7/7/2008	0		13	115,081	14	127,651
15	Tussing, Andrew	Active	5	7/7/2008	0		13	111,729	14	123,933
16	Webber, Jeremy	Active		7/7/2008	2		13	137,412	14	143,672
17	Noreen, Steve	Active		4/1/2013	0		9	84,523	10	91,179
18	Raabolle, Justin	Active		4/1/2013	0		9	84,523	10	91,179
19	Hodne, Michael	Active		9/1/2016	0		5	41,721	6	48,607
20	Smith, Travis	Separated/Not Vested		9/1/2016	23		3	0	4	0
21	Stowe, Darrin	Active	4	9/1/2016	0		5	41,721	6	48,607
22	Wiese, Bart	Active		9/1/2016	0		5	41,721	6	48,607
23	Anderson, Erik	Active		9/1/2017	0		4	32,405	5	39,326
24	Graue, Phil	Active		9/1/2017	0		4	32,405	5	39,326
25	Lane, Samuel	Active		9/1/2017	0		4	31,461	5	39,326
26	Parrott, Daniel	Active	7	9/1/2017	0		4	32,405	5	39,326
27	Redfield, Hunter	Active		9/1/2017	0		4	24,835	5	31,976
28	Sorem, Thomas	Active		9/1/2017	0		4	32,405	5	39,326
29	Conroy, Micah	Active		8/5/2019	0		2	13,174	3	20,354
30	Kruchten, Jeremy	Separated/Not Vested		8/5/2019	4		2	0	3	0
31	Landon, Kristoffer	Active		8/5/2019	4		2	15,272	3	22,241
32	Leppert, Tyler	Active		8/5/2019	0		2	15,272	3	22,241
33	Moore, Jamie	Active		8/5/2019	0		2	15,272	3	22,241
34	Simpson, Benjamin	Active		8/5/2019	0		2	15,272	3	22,241
35		Choose Status						0		0
36		Choose Status						0		0
37		Choose Status						0		0

OFFICE OF THE STATE AUDITOR

Deferred Member Information
(fully or partially vested)

Total Deferred Member Liabilities 2021 80,955
Total Deferred Member Liabilities 2022 80,955

1	Enter all information as it pertains to this member.										
Member Name:	<u>Rick Ozmun</u>	Benefit Level at Separation:	<u>6,600</u>	Months of Service Are Paid	<u> </u>	Yes					
Minimum Years Required to Vest:	<u>5</u>	DOB:	<u>11/8/1967</u>	Deferred Interest Paid (Select "Yes" if offered) <u> </u> If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period							
Service Dates: Entry:	<u>3/28/1990</u>	Separation:	<u>4/30/2005</u>								
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>80</u>								
Return to Service Member ?	<u> </u> (Select "Yes" if applicable)										
Total Service: Years:	<u>15</u>	Months (if paid):	<u>1</u>								
2021 Estimated Liability:	<u>0</u>										
2022 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.											
1990:	<u> </u> %	1995:	<u> </u> %	2000:	<u> </u> %	2005:	<u> </u> %	2010:	<u> </u> %	2016:	<u> </u> %
1991:	<u> </u> %	1996:	<u> </u> %	2001:	<u> </u> %	2006:	<u> </u> %	2011:	<u> </u> %	2017:	<u> </u> %
1992:	<u> </u> %	1997:	<u> </u> %	2002:	<u> </u> %	2007:	<u> </u> %	2012:	<u> </u> %	2018:	<u> </u> %
1993:	<u> </u> %	1998:	<u> </u> %	2003:	<u> </u> %	2008:	<u> </u> %	2013:	<u> </u> %	2019:	<u> </u> %
1994:	<u> </u> %	1999:	<u> </u> %	2004:	<u> </u> %	2009:	<u> </u> %	2014:	<u> </u> %	2020:	<u> </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.								2015:	<u> </u> %	2021:	<u> </u> % +

2	Enter all information as it pertains to this member.										
Member Name:	<u>Swanson, Erik</u>	Benefit Level at Separation:	<u>5,500</u>	Months of Service Are Paid	<u> </u>	Yes					
Minimum Years Required to Vest:	<u>5</u>	DOB:	<u>3/26/1969</u>	Deferred Interest Paid (Select "Yes" if offered) <u> </u> If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period							
Service Dates: Entry:	<u>9/18/1993</u>	Separation:	<u>1/22/2001</u>								
LOAs and BIS (in months):	<u>4</u>	Vesting %:	<u>48</u>								
Return to Service Member ?	<u> </u> (Select "Yes" if applicable)										
Total Service: Years:	<u>7</u>	Months (if paid):	<u>0</u>								
2021 Estimated Liability:	<u>18,480</u>										
2022 Estimated Liability:	<u>18,480</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.											
1990:	<u> </u> %	1995:	<u> </u> %	2000:	<u> </u> %	2005:	<u> </u> %	2010:	<u> </u> %	2016:	<u> </u> %
1991:	<u> </u> %	1996:	<u> </u> %	2001:	<u> </u> %	2006:	<u> </u> %	2011:	<u> </u> %	2017:	<u> </u> %
1992:	<u> </u> %	1997:	<u> </u> %	2002:	<u> </u> %	2007:	<u> </u> %	2012:	<u> </u> %	2018:	<u> </u> %
1993:	<u> </u> %	1998:	<u> </u> %	2003:	<u> </u> %	2008:	<u> </u> %	2013:	<u> </u> %	2019:	<u> </u> %
1994:	<u> </u> %	1999:	<u> </u> %	2004:	<u> </u> %	2009:	<u> </u> %	2014:	<u> </u> %	2020:	<u> </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.								2015:	<u> </u> %	2021:	<u> </u> % +

OFFICE OF THE STATE AUDITOR

Financial Projections

	2021	2022	
Total Active Member Liabilities	4,821,514	5,118,210	
Total Deferred Member Liabilities	80,955	80,955	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 4,902,469	B. 5,199,165	
Normal Cost (Cell B minus Cell A)			C. 296,696

Projection of Net Assets for Year Ending December 31, 2021

Special Fund Assets at December 31, 2020 (FIRE-20 Form ending assets) 1

Projected Income for 2021

Fire State Aid (2020 fire state aid of \$140,976 may be increased by up to 3.5%)	D.	<input type="text" value="145,910"/>
Supplemental State Aid (actual 2020 supplemental state aid)	E.	<input type="text" value="31,119"/>
Municipal / Independent Fire Dept. Contributions	F.	<input type="text" value="0"/>
Interest / Dividends	G.	<input type="text"/>
Appreciation / (Depreciation)	H.	<input type="text" value="420,921"/>
Member Dues	I.	<input type="text"/>
Other Revenues	J.	<input type="text"/>
Total Projected Income for 2021 (Add Lines D through J)		2 <input type="text" value="597,950"/>

Projected Expenses for 2021

Service Pensions (fill in individual pension amounts below) K.

<u>Names:</u>	<u>\$ Amounts:</u>
Jessica (Chad) VanZuilen	<input type="text" value="60,333"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Other Benefits L.
 Administrative Expenses M.

Total Projected Expenses for 2021 (Add Lines K through M) 3

Projected Net Assets at December 31, 2021 (Add Lines 1 and 2, subtract Line 3) 4

Projection of Surplus or (Deficit) as of December 31, 2021

Projected Assets (Line 4) 5
 2021 Accrued Liability (Page 4, cell A) 6
 Surplus or (Deficit) (Line 5 minus Line 6) 7

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2020	Original Amount	Amount Retired as of 12/31/2021	Amount Left to Retire 1/1/2022
2012	0	0			
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021					
Totals			0		0

Normal Cost	8	296,696
Projected Administrative Expense	9	5,061
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	265,051
Fire and Supplemental State Aid	12	177,029
Member Dues	13	0
5% of Projected Assets at December 31, 2021	14	377,649
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 2022.

OFFICE OF THE STATE AUDITOR

2021 Maximum Benefit Worksheet

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus *	Active Members in Relief Association	Per Year Average [(A + B + C) / D]
	(From FIRE-20)	(From FIRE-20)	(From SC-20)	(From FIRE-20)	
2020	172,095	0	223,436	34	11,633
	(From FIRE-19)	(From FIRE-19)	(From SC-19)	(From FIRE-19)	
2019	162,694	0	134,258	31	9,579
	(From FIRE-18)	(From FIRE-18)	(From SC-18)	(From FIRE-18)	
2018	158,645	0	161,389	35	9,144

* If deficit for the year, leave blank.

Average available financing per active member for the most recent 3-year period:
(sum of column E divided by 3)

10,119

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3

15,000

Northfield Fire Relief Association

Actuarial Valuation Report
Under GASB Statements 67 & 68

Valuation Date: January 1, 2021

Plan Fiscal Year Beginning: January 1, 2020

Plan Fiscal Year Ending: December 31, 2020

Employer Fiscal Year Beginning: January 1, 2021

Employer Fiscal Year Ending: December 31, 2021

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Actuarial Certification

We have prepared an actuarial valuation of the Northfield Fire Relief Association Pension Plan as of January 1, 2021 to enable the plan sponsor to satisfy the accounting requirements under Statements of Governmental Accounting Standards Nos. 67 and 68. The results of the valuation set forth in this report reflect the provisions of the plan communicated to us through January 1, 2021. This report should not be used for other purposes or relied upon by any other person without prior written consent from Hildi Incorporated.

This valuation is based on participant and financial data provided by Northfield Fire Relief Association and is summarized in this report. An audit of the financial and participant data provided was not performed, but we have checked the data for reasonableness as appropriate based on the purpose of the valuation. We have relied on all the information provided, including plan provisions and asset information, as complete and accurate.

All costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures using assumptions that we believe reasonably estimate the anticipated experience of the plan. The calculations reported herein are consistent with our understanding of the provisions of GASB Statements 67 and 68.

Actuarial computations under Statements of Governmental Accounting Standards are for the purposes of fulfilling employer accounting requirements and trust accounting requirements. Computations for other purposes may differ significantly from the results shown in this report.

We are available to answer any questions on this material, or to provide explanations or further details, as maybe appropriate. The undersigned credentialed actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.



Michael J. Born, FSA

Hildi Incorporated, A Division of USI Consulting Group
8000 Norman Center Drive, Suite 400
Bloomington, MN 55437
P 952.934.5554
May 2021

Executive Summary

This report has been prepared for the Northfield Fire Relief Association Pension Plan, for the plan year beginning January 1, 2020 and ending December 31, 2020, to assist in complying with the reporting and disclosure requirements under GASB Statements 67 and 68. Northfield Fire Relief Association has implemented GASB 67 for the fiscal year beginning January 1, 2016.

Summary of Results

The results below reflect initial implementation in the fiscal year ending December 31, 2016. GASB liabilities have been valued using a split interest rate based on the estimated investment return on the pension fund for the funded portion of liabilities and the estimated yield of 20-Year AA-rated municipal bonds for the unfunded portion of liabilities. The overall discount rate is 5.50%.

GASB Accounting Summary	December 31, 2020
1. Liabilities	
a. Total Pension Liability	3,168,396
b. Gross Service Cost	142,125
c. Valuation Salary	N/A
2. GASB Funded Status	
a. Total Pension Liability (TPL)	3,168,396
b. Fiduciary Net Position (FNP)	<u>(7,021,359)</u>
c. Net Pension Liability (NPL), a. + b.	(3,852,963)
d. Funded Ratio	222%
e. NPL as % of Payroll, c. / 1.d.	N/A
3. Pension Expense Under GASB 68	
a. For Fiscal Year ending December 31, 2020	(282,801)
b. For Fiscal Year ending December 31, 2021	(508,098)
4. Discount Rate	5.50%

Valuation Model

The actuarial liabilities shown in this report are determined using software purchased from an outside vendor which was developed for this purpose. Certain information is entered into this model in order to generate the liabilities specific to your benefit plan. These inputs include economic and non-economic assumptions, plan provisions and census information. We rely on the coding within the software to value the liabilities using the actuarial methods and assumptions selected. Both the input to and the output from the model is checked for accuracy and reviewed for reasonableness.

A range of results, different from those presented in this report, could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precision. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this assignment, we did not perform an analysis of the potential range of such future measurements.

Plan Accounting

Key Dates

The results presented in this report are based on a January 1, 2021 valuation date. GASB 67 allows the use of a valuation date that is up to 24 months prior to the beginning of the applicable fiscal year disclosure.

Valuation Date	January 1, 2021
GASB 67 Measurement & Reporting Date	December 31, 2020
GASB 68 Measurement Date	December 31, 2020
GASB 68 Reporting Date	December 31, 2021

Comparison to Previous Results

In the GASB 67 implementation year, valuation results are calculated at beginning of year and end of year from the same valuation data. Below is a summary showing the estimated impact of changes in the GASB accrued liability. A more detailed explanation of changes from last year is offered in the Plan Funding section.

Comparison to Previous Results	January 1, 2021
1. Changes in Total Pension Liability	
a. Expected Liability	3,254,789
b. Liability (Gain) / Loss	(122,270)
c. Assumption Changes	35,877
d. Plan Changes	<u> -</u>
e. Total Accrued Liability	3,168,396
2. Changes in Financial Net Position	
a. Expected Assets	6,292,782
b. Asset Gain / (Loss)	<u> 728,577</u>
c. Financial Net Position	7,021,359
d. Total (Gain) / Loss for Year, 1.b. – 2.b.	(850,847)
3. Service Cost	142,125
4. Discount Rate	5.50%

Events & Decisions

Plan Changes: None

Assumption Changes: The discount rate changed from 6.00% to 5.50%.

Method Changes: None

Reconciliation of Changes in Net Pension Liability

	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability (a) – (b)
1. Balances at January 1, 2020	4,361,246	7,201,099	(2,839,853)
2. Changes from the prior year:			
a. Service Cost	142,125		142,125
b. Interest Cost	225,966		225,966
c. Assumption Changes	35,877		35,877
d. Plan Changes	0		0
e. Municipal Contributions		0	0
f. Nonemployer Contributions		178,095	(178,095)
g. Projected Investment Return		393,026	(393,026)
h. Gain or Loss	(122,270)	728,577	(850,847)
i. Benefit Payments	(1,474,548)	(1,474,548)	0
j. Administrative Expenses		(4,890)	4,890
k. Other Changes	0	0	0
3. Total Net Changes	(1,192,850)	(179,740)	(1,013,110)
4. Balances at December 31, 2020	3,168,396	7,021,359	(3,852,963)

Sensitivity to Changes in Discount Rate

	1% Decrease	Selected Discount Rate	1% Increase
1. Net Pension Liability	(3,780,192)	(3,852,963)	(3,924,316)
2. Discount Rate	4.50%	5.50%	6.50%

Note: These exhibits should be used as the basis for financial reporting under GASB 67 for the fiscal year ending December 31, 2020 and under GASB 68 for the fiscal year ending December 31, 2021. As described in the GASB 68 standard, a one-year lookback may be used when preparing financial disclosures under GASB 68.

GASB 68 Pension Expense

Fiscal Year Ending	December 31, 2021	December 31, 2020
1. Components Of Pension Expense		
a. Service Cost	142,125	138,659
b. Interest Cost	225,966	264,796
c. Plan Changes	-	-
d. Liability Gain or Loss	18,452	30,679
e. Assumption Changes	3,588	-
f. Nonemployer Contributions*	(178,095)	(167,694)
g. Projected Investment Return	(393,026)	(372,177)
h. Investment Gain or Loss	(331,998)	(186,283)
i. Administrative Expenses	4,890	9,219
j. Other Changes	<u>0</u>	<u>0</u>
k. Total	(508,098)	(282,801)
2. Deferred Outflows of Resources		
a. Liability Losses	153,394	184,073
b. Assumption Changes	32,289	-
c. Investment Losses	-	-
d. Employer Contributions**	<u>TBD</u>	<u>-</u>
e. Total	185,683	184,073
3. Deferred Inflows of Resources		
a. Liability Gains	110,043	-
b. Assumption Changes	-	-
c. Investment Gains	<u>985,278</u>	<u>588,699</u>
d. Total	1,095,321	588,699
4. Future Recognition of Deferred Flows in Pension Expense (Fiscal Years Ending)		
a. December 31, 2021	N/A	(155,603)
b. December 31, 2022	(290,656)	(136,301)
c. December 31, 2023	(186,403)	(32,048)
d. December 31, 2024	(296,386)	(142,031)
e. December 31, 2025	(123,673)	30,679
f. December 31, 2026	22,039	N/A
g. Thereafter	(34,559)	30,678

* If contributions are recorded as employer income, they should not also be recorded as plan income.

** Under GASB 68, employer contributions made after the Measurement Date and on or before the Reporting Date must be disclosed as Deferred Outflows of Resources. If the contribution amount is not available at the time of this report, "TBD" is shown temporarily.

Discount Rate Selection

The Projected Benefit Payments are based on the assumptions, plan provisions, and participant data as of January 1, 2021. The Projected Benefit Payments are prepared on a closed group basis (i.e. no new entrants).

Payment Year	Funded Portion of Payments	Unfunded Portion of Payments	Present Value (Separate Discount Rates)	Present Value (Single Discount Rate)
2021 - 2026	2,380,419	-	2,247,425	2,247,425
2026 - 2031	1,109,462	-	745,203	745,203
2031 - 2036	1,159,856	-	598,277	598,277
2036 - 2041	1,221,762	-	498,969	498,969
2041 - 2046	947,664	-	294,709	294,709
2046 - 2051	330,907	-	78,246	78,246
2051 - 2056	224,788	-	42,980	42,980
2056 - 2061	-	-	-	-
2061 - 2066	-	-	-	-
2066 - 2071	-	-	-	-
2071 - 2076	-	-	-	-
2076 - 2081	-	-	-	-
2081 - 2086	-	-	-	-
2086 - 2091	-	-	-	-
2091 - 2096	-	-	-	-
2096 - 2101	-	-	-	-
2101 - 2106	-	-	-	-
2106 - 2111	-	-	-	-
2111 - 2116	-	-	-	-
2116 - 2121	-	-	-	-
2121 - 2126	-	-	-	-

The Funded portion of benefit payments are determined by

- Projecting forward the Financial Net Position as of the valuation date
- Increasing by the investment return assumption
- Increasing by contractual or established employee and employer contribution rates
- Reducing by benefit payments in each period until assets are exhausted

Note: Benefit payments and contributions are determined on a closed group basis. No portion of contributions are considered to be associated with the service costs of future employees.

GASB 67 Liability Summary

Liabilities are determined as of the valuation date, then adjusted as necessary to the fiscal year-end date using standard actuarial processes.

Liabilities at Valuation Date	
1. Plan Year Beginning	January 1, 2020
2. Valuation Date	January 1, 2021
3. Discount Rate	5.50%
4. Present value of benefits	4,505,808
5. Accrued liability at Valuation Date	
a. Actives	3,048,874
b. Vested Terminations and Transfers	119,522
c. Retirees and Beneficiaries	-
d. Total Pension Liability at Valuation Date	3,168,396
6. Total Pension Liability at Year-End	3,168,396
7. Gross Normal Cost at Valuation Date	140,192

GASB 68 Amortization Bases

Outstanding amortization bases for Deferred Inflows and Outflows of Resources as of the employer fiscal year-end:

Date Established	LongType	Original Amount	Original Years	Remaining Amount	Remaining Years
1/1/2017	AssetGLInflow	(96,509)	5	-	0
1/1/2018	AssetGLInflow	(521,274)	5	(104,254)	1
1/1/2019	LiabGLOutflow	245,431	8	153,394	5
1/1/2019	AssetGLOutflow	549,929	5	219,971	2
1/1/2020	AssetGLInflow	(863,558)	5	(518,134)	3
1/1/2021	LiabGLInflow	(122,270)	10	(110,043)	9
1/1/2021	AssumpOutflow	35,877	10	32,289	9
1/1/2021	AssetGLInflow	(728,577)	5	(582,861)	4

Plan Assets

Plan Asset Reconciliation

Assets for Plan Year Ending	December 31, 2020	December 31, 2019
1. Value at Beginning of Year	7,201,099	6,440,522
a. Municipal Contributions	-	-
b. State Contributions	178,095	167,694
c. Employee Contributions	-	-
d. Other Nonemployer Contributions	-	-
e. Benefits paid	(1,474,548)	(633,633)
f. Non-investment expense paid	(4,890)	(9,219)
g. Return on plan assets	<u>1,121,603</u>	<u>1,235,735</u>
h. Value at End of Year	7,021,359	7,201,099
2. Rate of Return for Year	17.1%	19.9%

Development of Expected Long-Term Rate of Portfolio Return

Asset Class	Portfolio Weight	Expected Class Return
Cash	24.00%	2.00%
Fixed Income	10.00%	3.50%
Equities	66.00%	7.00%
Other		N/A
	-	-
Total Portfolio	100.0%	5.50%

Other Information

Plan Participants

Plan Participants	January 1, 2021	January 1, 2019
1. Participant Counts		
a. Actives	32	35
b. Vested Terminated and Transfers	3	7
c. Retirees and Beneficiaries	-	-
d. Total participants	<u>35</u>	<u>42</u>
2. Active participant statistics		
a. Average age	43.12	44.23
b. Average hire service	12.43	14.60
c. Total expected pay for year	N/A	N/A
3. Average Age for Inactive Participants		
a. Vested Terminated and Transfers	44.40	47.95
b. Retirees and Beneficiaries	N/A	N/A
4. Benefit Total for Inactive Participants		
a. Vested Terminated and Transfers	141,288	523,137
b. Retirees and Beneficiaries	0	0

Active Participants Age/Service Grid

Attained Age	Years of Service										Total
	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	
Under 25	0	1	0	0	0	0	0	0	0	0	1
25 to 29	0	1	0	0	0	0	0	0	0	0	1
30 to 34	0	4	0	0	0	0	0	0	0	0	4
35 to 39	0	3	1	2	0	0	0	0	0	0	6
40 to 44	0	5	1	1	1	1	0	0	0	0	9
45 to 49	0	0	1	0	1	1	0	0	0	0	3
50 to 54	0	0	0	1	2	0	1	0	0	0	4
55 to 59	0	0	0	0	0	0	0	2	0	0	2
60 to 64	0	0	0	0	0	0	0	1	0	0	1
65 to 69	0	0	0	0	0	0	0	0	1	0	1
70 & up	0	0	0	0	0	0	0	0	0	0	0
Total	0	14	3	4	4	2	1	3	1	0	32

Methods and Assumptions

Summary of Methods	
Census Data Date	January 1, 2021
Measurement Date	December 31, 2020
Actuarial Cost Method	GASB Accounting: Entry Age Normal
Actuarial Assets	Trustee value as of the measurement date
Amortization of Deferred Resource Flows	Level dollar amount on a closed basis

Economic Assumptions	
Discount Rate	GASB Accounting: 5.50% (net of investment expenses)
Expected Long-Term Investment Return	5.50%
20-Year Municipal Bond Yield	N/A (no unfunded liabilities)
Salary Increases	2.50%
Interest on Deferred Amounts	0.00% future annual increase to eligible deferred pension amounts
Future benefit level increases	0.00%

Other Assumptions	
Mortality	None
Disability	None
Withdrawal	None
Retirement	50% at age 50, 20% at ages 51-56, 100% thereafter
Expenses	Actual expenses for the year
Percent Married	N/A
Age Difference	N/A
Form of Payment	Lump Sum

Analysis of Prescribed Assumptions

Prescribed Assumptions	Assumption Source	Does Actuary Deem the Assumption Reasonable?
1. Economic assumptions a. None prescribed	NA	NA
2. Demographic assumptions a. None prescribed	NA	NA
3. Other assumptions a. None prescribed	NA	NA

Analysis of Non-prescribed Assumptions

Unless otherwise specified below, all non-prescribed assumptions have been determined with input from the actuary, even though the plan sponsor may be ultimately responsible for selecting the assumption.

Economic Assumption	Rationale
All Economic Assumptions	Economic assumptions are based on input from a variety of published sources of historical and projected future financial data. Each assumption was reviewed for reasonableness with the source information as well as for consistency with the other economic assumptions.
Discount rate	Assets were projected using expected benefit payments and expected asset returns. Expected benefit payments by year were discounted using the expected asset return assumption for years in which the assets were sufficient to pay all benefit payments. Any remaining benefit payments after the trust fund is exhausted are discounted at the municipal bond rate. The equivalent single rate is the discount rate.
Expected asset return	The long-term return on assets has been set based on the plan's target investment allocation along with long-term return expectations by asset class. When there is sufficient historical evidence of market outperformance, historical average returns may be considered.
20-Year Municipal Bond Yield	The municipal bond rate assumption was set by considering published rate information as of the Measurement Date. If the plan is fully funded, this rate has no impact on measurement.
Deferred Benefit Increases	The eligibility of participants for increases on the deferred pension were based on the information reported for each participant in the data provided by the Relief Association.
Benefit Level Increases	There is no substantive pattern to benefit level increases, so only imminent expected benefit increases are recognized.
Salary Increases	Used only for cost attribution. Assumed that governmental entity funding, and therefore salaries, rise at the rate of inflation.
Inflation	The long-term inflation assumption has been chosen based on a review of historical changes in CPI with more weight applied to recent years. Published projections of future inflation rates were also considered.

Non-Economic Assumption	Rationale
Mortality	The value of the death benefit is similar to the value of the retirement pension. Due to a small sample size and low retirement ages, we have assumed no pre-retirement mortality. Post-retirement mortality does not apply as the benefit structure and form of payment do not reflect lifetime benefits. This assumption is evaluated annually for reasonableness.
Retirement & Withdrawal	We note several members have reached retirement age, yet remain active. As a result, we have assumed that members retire in an orderly fashion upon reaching retirement age and have correspondingly assumed a maximum retirement age near the age of the oldest plan members. This assumption is evaluated annually for reasonableness.
Disability	Plan disability benefits are of similar value to other plan benefits. Therefore, disability incidence is presumed to be included in retirement and withdrawal incidence.
Form of Payment	Since the plan offers lump sums and there are no lifetime forms of payment available, we've assumed 100% of future participants will elect the lump sum.

Changes since prior report

- The discount rate changed from 6.00% to 5.50%.

Summary of Plan Provisions

Following is a summary of the major plan provisions used to determine the plan's financial position. It should not be used in determining plan benefits.

Key Plan Provisions	
Effective Date	Plan By-Laws as in effect on January 1, 2021
Plan Year	Calendar year
Year of Service	12 full months of active service in the Fire Department
Vesting Percentage	40% after 5 Years of Service. Increased by 4% for each additional year of service up to 20.
Eligibility for Retirement Service Pension	Age 50 with 20 Years of Service
Service Pension Benefit	\$10,000 times Years of Service
Eligibility for Early Vested Pension	Age 50 with 10 Years of Service
Early Vested Pension Benefit	Service Pension Benefit times the Vesting Percentage
Eligibility for Deferred Service Pension	20 Years of Service; Payable at age 50
Deferred Service Pension Benefit	Service Pension Benefit
Ancillary Disability Benefit	Service Pension Benefit times the Vesting Percentage, payable immediately
Ancillary Death Benefit	Service Pension Benefit times the Vesting Percentage, payable immediately
Form of Payment	Lump Sum

Changes since prior report

- None

Glossary

Total Pension Liability / Funding Target Liability: The portion of the present value of prospective benefits allocated to service before the valuation date in accordance with the actuarial cost method.

Fiduciary Net Position / Actuarial Value of Assets – Plan assets based on market value as of the valuation date including receivable contributions and offset by plan payables. Market values are sometimes smoothed to soften the impact of investment gains and losses.

Net Pension Liability: The difference between Total Pension Liability and Net Financial Position.

Actuarial Cost Method: Sometimes called “funding method,” a particular technique used by actuaries to establish the amount and incidence of the annual actuarial cost of pension plan benefits, or normal cost, and the related unfunded liability. Ordinarily, the annual contribution to the plan comprises the normal cost and an amount for amortization of the unfunded liability.

Normal Cost: A component of the Annual Pension Expense. The actuarial present value of benefits attributed by the benefit formula to services rendered by employees during that period based on assumptions as to future compensation levels. The interest rate used in determining the present value is the discount rate.

Annual Pension Expense: An accrual-basis measure of the periodic cost of an employer’s participation in a defined benefit pension plan.

Discount Rate – The single interest rate that will calculate the same Total Pension Liability as the rates used to calculate the funded and unfunded portion of Total Pension Liability.

Investment Return Assumption: The rate used to adjust a series of future payments to reflect the time value of money.

Plan Members: The individuals covered by the terms of the plan. The plan membership generally includes employees in active service, terminated employees who have accumulated benefits but are not yet receiving them, and retired employees and beneficiaries currently receiving benefits.

Required Supplementary Information (RSI): Schedules, statistical data, and other information that are an essential part of financial reporting. RSI should be presented with, but is not part of, the basic financial statements of a governmental entity.

**BYLAWS
OF THE
NORTHFIELD FIRE RELIEF ASSOCIATION**

This instrument constitutes the Bylaws of the Northfield Fire Relief Association in conformance with Minn. Stat. Chapter 424A and adopted for the purpose of regulating and managing the internal affairs of the corporation and shall serve as the written defined benefit lump-sum pension plan for the relief association.

**ARTICLE I
NAME**

The name of this relief association is the Northfield Fire Relief Association (Association). It is a nonprofit organization incorporated under the laws of Minnesota. It is directly associated with a fire department operated as or by a joint-powers entity.

PURPOSE

The Purpose of the *Northfield Fire Relief Association (Association)* is to provide retirement relief and other benefits to its members and dependents. The *Association* is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response. All benefits issued by this association shall be governed by these bylaws and federal and state laws.

RECORDS

The Association shall 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. The Association's records shall be retained in accordance with the Records Retention Schedule filed with the Minnesota Historical Society.

**ARTICLE II
MEMBERSHIP**

1.1 Any regular or probationary active member of the **Northfield Area Fire Rescue Services** shall be eligible to apply for membership in this *Association*. Membership fees and assessments shall be deposited in the General Fund of the *Association*.

1.2 Written application may be made at any regular or special meeting of the *Board of Trustees*.

1.3 **Classes of members.** There shall be the following classes of members in the *Association*:

1.3.1 Active members. Active members are the members who are serving on active duty as members in the performance of fire suppression duties or the supervision of fire suppression duties of the **Northfield Area Fire Rescue Services**.

(a) Active Service Time shall be time served on active duty as a member of the **Northfield Area Fire Rescue Services** other than while on suspension or on Leave of Absence.

(b) Members are considered to be in good standing other than while on suspension or on Leave of Absence from the *Association* or the **Northfield Area Fire Rescue Services**.

(c) Annually, the Board of Trustees shall request from the chief of the **Northfield Area Fire Rescue Services** a written certification indicating whether each member has completed their active duty requirements for the prior year.

1.3.2 Deferred members. Deferred members are those members who have served at least 5 years of active duty as firefighters in the **Northfield Area Fire Rescue Services**, have separated from such service as firefighters and have been members in good standing of the *Association* at least 5 consecutive years immediately preceding separation from service, other than time on suspension and approved Leaves of Absence.

1.3.3 Retired members. Retired members are those members who have received service pensions from the *Association*.

1.3.4 Inactive members. Inactive members are those members who have separated from service as firefighters but have not met the minimum years of service to be vested in the plan.

1.4 Dues. Active, Deferred and retired members shall pay no dues.

1.5 Fraud. Any member who shall, in the opinion of a majority of the members of the *Board of Trustees*, fraudulently claim benefits from, or defraud or attempt to defraud the *Association* in any way, shall be suspended from membership by the *Board*, and shall forfeit all further rights to benefits from the *Association*.

1.6 Leave of Absence.

1.6.1* Any member who is granted a leave of absence by the **Northfield Area Fire Rescue Services** shall during such leave not be entitled to receive any benefit whatever. If, after expiration of such leave, the member again becomes active in the **Northfield Area Fire Rescue Services**, the member can be reinstated.

1.6.2* Leave of absence time is not considered active service time and shall be taken into account by the Chief in the annual certification to the Board of Trustees.

1.7* Military Leave. Any member who enlists or is drafted to enter the Armed Services of the United States of America shall retain all rights and benefits in the *Association*.

1.7.1 Subject to restrictions stated in Minn. Stat. §424A.021, a volunteer firefighter who is absent from firefighting service due to service in the uniformed services, as defined in United States Code, title 38, section 4303(13), may obtain service credit not to exceed five years, unless a longer period is required under United States Code, title 38, section 4312.

(1) To be eligible for service credit under this section, the volunteer firefighter must return to firefighting service with coverage by the *Association* upon discharge from service in the uniformed service within the time frame required in United States Code, title 38, section 4312(e).

(2) Service credit is not authorized if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

(3) Service credit is not authorized if the firefighter fails to provide notice to the fire department that the individual is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

1.8 Termination of membership. Any member may be terminated from the Association for cause by a 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.

ARTICLE II BOARD OF TRUSTEES

2.1 Board Composition. The Board of Trustees as specified under Minn. Stat. §424A.04, shall be composed of nine (9) persons; six members elected by the membership and three drawn from officials of the municipalities served by the **Northfield Area Fire Rescue Services**.

2.1.1 The elected Trustees shall serve staggered three-year terms, or until their successor has been elected and qualified. There will be two (2) Trustees elected at each annual meeting of the *Association* from its members.

2.1.11 The Board of Trustees shall elect the officers from their members at the first meeting of the *Board of Trustees* following the annual meeting of the *Association*. The terms shall be staggered and grouped as follows: (President and one Trustee), (Vice President and Secretary), (Treasurer and one Trustee).

2.1.2 The three municipal Trustees must be designated annually as municipal representatives by the Joint Powers Board of the **NAFRS Joint Powers Agreement**, one of which shall be the Chief of the **Northfield Area Fire Rescue Services**. In no event shall any municipal official hold a Board officer position. Municipal trustees are considered appointed trustees for Minnesota Statute Chapter 317A purposes and thus can only be removed by the NAFRS Joint Powers Board.

2.2 Vacancy. If a vacancy, other than a vacancy caused by removal for cause of an officer or trustee, occurs during the term of office of any officer or elected trustee, the remaining members of the *Board of Trustees* shall elect a member of the *Association* to serve for the unexpired term of the vacated position.

2.3* Removal. An elected trustee or officer may be removed for cause. Cause for removal shall include, but shall not be limited to, the breach of the duties as set forth in Articles II and III of these *Bylaws*. One or more of the Trustees or officers may be removed at a meeting of the membership which has been called for that purpose by two-thirds (2/3) vote of those present and voting at such meeting, provided a quorum is present. Notice of the meeting and a written statement of the particular charges shall be given to each board member and shall include the purpose of the meeting. The general trustee or officer shall be furnished with a statement of the particular charges at least 15 days, excluding the date of the meeting, in advance of the meeting. At the meeting, the general trustee or officer shall be given an opportunity to be fully heard as to each charge. If a general trustee or officer is removed, a replacement shall be elected at the same meeting, and such replacement shall serve out the unexpired term of the removed general trustee or officer.

2.4* It shall be the duty of the Board of Trustees to;

1. Prepare modes and plans for the safe and profitable investment of the unappropriated funds of the Association, and whenever investments are made, to investigate and pass upon the securities offered and to attend to the drawing up and execution of the necessary papers.
2. Develop and periodically revise a program for continuing education in accordance with Minn. Stat. §356A.13. The Trustees shall participate in continuing education to keep themselves abreast of their fiduciary responsibilities.
3. File a copy of the Association's investment policy, and all changes to the policy, with the Office of the State Auditor.
4. Order an audit of the books and accounts of the Secretary and the Treasurer annually, according to law, and
5. Submit a written report of the condition of the Association to the members at the annual meeting.

2.5 The investment of the funds of the *Association* shall be in the exclusive control of the *Board of Trustees*, in conformance with Minn. Stat. §69.775 and §356A.06.

2.5.1 The Board shall have on file a copy of the investment policy of the *Association*.

2.5.2 The *Association* shall provide annually to its broker, if used, a written statement of investment restrictions from the applicable state laws and the *Association's* investment policy. The broker must annually submit the Broker Certification form to the *Association* before the *Association* enters or continues business with said broker.

2.6* The members of the *Board of Trustees* shall act as Trustees with a fiduciary obligation to the members of the *Association*, to the **NAFRS Joint Powers Agreement** and to the **State of Minnesota**. In the discharge of their respective duties, each Trustee of the *Board of Trustees* is a fiduciary and shall be held to the standard of care enumerated in Minn. Stat. §11A.09. In addition, the Trustees must act in accordance with Minn. Stat. Chapter §356A. No Trustee of the *Association* shall cause the relief 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 relief association and a board member;
- (2) lending of money or other extension of credit between the relief association and a board member or member of the relief association;
- (3) furnishing of goods, services, or facilities between the relief association and a board member; or
- (4) transfer to a board member, or use by or for the benefit of a board member, of any assets of the relief association. Transfer of assets does not mean the payment of relief association benefits or administrative expenses permitted by law.

2.6.1 Prudent Person Standard. A fiduciary with this *Association* shall act in good faith and shall exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, considering the probable safety of the plan capital as well as the probable investment return to be derived from the assets.

2.7 Board Meetings The *Board of Trustees* shall hold at least twelve (12) regular meetings during each year.

2.7.1 Place. A meeting of the *Board of Trustees* may be held at any place within this state designated by the *Board*.

2.7.2* Notice. Subject to waiver, notice of every meeting shall be sent or delivered by the Secretary to each Trustee entitled to vote at the meeting at least 5 but not more than 30 days before the meeting, excluding the date of the meeting, which sets forth the time, place, and in the case of a special meeting, purpose. A notice of meetings, including the date, time and location, shall be posted at Northfield Fire Station in accordance with the MN Open Meeting Law (§§ 13D.01, 13D.015, and 13D.04 through 13D.06).

2.7.3 Quorum. The presence of a majority of the members of the *Board* then serving shall constitute a quorum of the *Board*.

- (1) Subject to 2.7.3 (3), a quorum is necessary for the transaction of business at a meeting.
- (2) When a quorum is not present, any meeting may be adjourned from time to time for that reason.
- (3) When a quorum has been present at a meeting and members have withdrawn from the meeting so that less than a quorum remains, the members still present may continue to transact business until adjournment.

2.7.4 Act by majority. An act of the majority of the Trustees present at a meeting and entitled to vote on the matter shall be required for an action.

2.7.5 Special meetings of the *Board of Trustees* may be called by the President, or by 2 members of the *Board of Trustees*. Trustees shall be notified by the Secretary of such special meetings, and the object of the meeting shall be contained in such notice and no other business shall be conducted. Special meetings must be held within 30 days of the request.

ARTICLE III **DUTIES OF THE BOARD**

3.1* It shall be the duty of the President to:

- (1) Attend and preside at all meetings of the *Association* and the *Board of Trustees*.
- (2) Enforce the due observance of the *Articles of Incorporation* and *Bylaws* and see that the other officers properly perform the duties assigned to them.
- (3) Sign all documents requiring the signature of the President.
- (4) Be a member of all committees.
- (5) Exercise careful supervision over the affairs of the *Association*.

3.1.1 The President shall receive such salary as may be fixed from time to time by the *Board of Trustees*, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.2 It shall be the duty of the Vice President to:

- (1) Perform the duties of the President in the absence of the President. In the absence of both the President and the Vice President at any meeting of the *Association* and the *Board of Trustees*, it shall be the duty of the *Association* to elect a President Pro Tem, who shall perform the duties to preside over the meeting.
- (2) Assist the President.

3.2.1 The Vice President shall receive such salary as may be fixed from time to time by the *Board of Trustees*, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.3* It shall be the duty of the Secretary to:

- (1) Keep a true and accurate record of the proceedings of all meetings of the *Association* and of the *Board of Trustees*.
- (2) Keep a correct record of all amendments, alterations, and additions to the *Articles of Incorporation* or the *Bylaws* in a separate book from the minute books of the *Association*.

- (3) Act as custodian of the records of the *Association*, sign its official papers, and perform such other duties as may be imposed by the *Board of Trustees*.
- (4) Cause due notice of all meetings of the *Association* and of the *Board of Trustees* to be given.
- (5) Submit a report in writing at each regular meeting of the *Board of Trustees* showing the names of all persons who have applied for membership or ceased to be members since the last report, the names of all persons to whom money has been paid, the amount, and the reason therefor, the amount of money received since the last report and the source thereof, the amount of money on hand, and where the same is invested or deposited, and such other information as will show the financial condition of the *Association*.
- (6) Keep a roll of membership, with the date of joining, resignation, discharge, leaves of absence, dues or assessments paid, and relief or pensions furnished.
- (7) The Secretary's books shall be at all times open to inspection by the *Board of Trustees* and jointly with the Treasurer prepare and file all reports and statements required by law.

3.3.1 The Secretary shall receive such salary as may be fixed from time to time by the *Board of Trustees*, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.4* It shall be the duty of the Treasurer to:

- (1) Receive all funds belonging to the *Association* and hold them subject to the order of the President and the *Board of Trustees*.
- (2) Keep separate and distinct accounts of the Special and General Funds, and shall prepare and present to the *Board of Trustees*, a full and detailed statement of the assets and liabilities of each fund at each meeting of the *Board of Trustees*, and prior to the annual meeting of the *Association*.
- (3) Deliver to their successor in office, or to any committee appointed by the *Board of Trustees* to receive the same, all moneys, books, papers and other items pertaining to the office immediately upon expiration of the term of office.
- (4) Prior to entering upon the duties of the office, give a bond in such amount as required by law, Minn. Stat. §69.051 subd. 2, and with such sureties as may be required and approved by the *Board of Trustees*, conditioned upon the faithful discharge of trust and the faithful performance of the duties of the office. Such bond shall be paid for from the Special Fund of the *Association*.
- (5) Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements as required by law.

3.4.1 The Treasurer shall receive such salary as may be fixed by the *Board of Trustees* from time to time, subject to approval of the governing body under MS 69.80 (a)(2), and payable from the Special Fund of the *Association*.

3.5 It shall be the duty of the elected Trustees to assist the members of the *Board of Trustees* with their duties.

ARTICLE IV **MEETINGS of the ASSOCIATION**

4.1* Membership Meetings The annual meeting of the *Association*, for the election of trustees for the upcoming calendar year, and other business, shall be held during the month of July of each year.

4.2 Special meetings of the *Association* may be called by the President, or by 2 members of the *Board of Trustees*, and shall also be called upon written request of 6 or more active members of the *Association*. Members shall be notified by the Secretary of such special meetings, and the object of the meeting shall be contained in such notice and no other business shall be conducted. Special meetings must be held within 30 days of the request.

4.3* Notice of the *Association* meetings and elections shall be given to all members entitled to vote at the meeting or election. Such notice shall be in writing and state the time, place, and in case of a special meeting, the purpose, and be posted at fire station not less than 5 nor more than 30 days before the meeting, excluding the date of the meeting.

4.4 Meeting quorum.

- (1) A quorum for meetings of members is forty (40%) percent of the active members of the *Association*.
- (2) Subject to 4.4 (3), a quorum is necessary for the transaction of business at a meeting.

- (3) When a quorum has been present at a meeting and members have withdrawn from the meeting so that less than a quorum remains, the members still present may continue to transact business until adjournment.
- (4) When a quorum is not present, any meeting may be adjourned from time to time for that reason.

4.5 All reports and resolutions shall be submitted in writing, and no report shall be accepted unless it is the report of the majority of a committee, provided however, that the minority shall be permitted to present its view in writing.

4.6* All meetings shall be conducted according to Robert's Rules of Order, as revised. The Officer presiding over the meeting shall be the final arbiter of any dispute as to the specific application of Robert's Rules of Order.

4.7 Order of business. At the annual and at any other regular *Association* meetings the order of business shall be as follows:

1. Call to order
2. Roll call
3. Reading of minutes of previous meeting
4. Reports of Officers
5. Reports of Special Committees
6. Unfinished business
7. Election of Officers or Trustees (annual meeting)
8. New business
9. Adjournment

4.8 Voting. Each active member in good standing shall be entitled to vote on any matter which the members vote upon. Neither cumulative voting nor voting by proxy shall be allowed. All votes, unless specified prior to the vote, shall be by voice vote. If a majority cannot be determined by voice vote, the chair shall call for a show of hands or conduct a vote by ballot.

ARTICLE V FUNDS

5.1 Funds required. The *Association* shall maintain in its treasury a General Fund and a Special Fund.

5.1.1 General Fund. The General Fund shall be credited all moneys received from fines, entertainment revenues and any moneys or property donated, given, granted or devised by any person for unspecified uses. The General Fund may be used for any purpose including but not limited to the following: expenses of entertainment, dinners, dances, games, flowers for the sick or deceased members, expenses of administering the fund and for any and all purposes reasonably related to the welfare of the *Association* or its members as authorized by action of the *Board of Trustees* or by a majority of the members present and voting at any annual or special meeting of the members.

5.1.2 Special Fund. The Special Fund shall be credited with all fire state-aid moneys received pursuant to law, all taxes levied by or other revenue received from the municipalities pursuant to law providing for municipal support for the *Association*, any moneys or property donated, given, granted or devised by any person which is specified for use for the support of the Special Fund, and any interest earned upon assets of the Special Fund. No disbursement shall be made from the Special Fund for any purpose except a purpose for which such Special Fund is held in trust consistent with provisions in the *Articles of Incorporation* or *Bylaws*, and administrative expenses as limited by Minn. Stat. §69.80. All other expenses of the *Association* shall be paid out of the General Fund.

5.2 Deposits. All money belonging to this *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 statutes, the *Bylaws* and the investment policy.

5.3* Disbursements. No disbursement of the funds of this *Association* shall be issued until the claim to which it relates has been approved by the *Board of Trustees*.

- (1) All Special Fund checks or expenditures drawn by the Treasurer must be countersigned by the President or

Vice President.

- (2) All General Fund checks or expenditures drawn by the Treasurer for more than \$500 must be countersigned by the President or Vice President.

ARTICLE VI BENEFITS

6.1 Service Pensions.

6.1.1* Eligibility requirements. To be eligible to receive a service pension, a member must meet all of the following requirements:

- (1) Be at least 50 years of age;
- (2) Have separated from active service with the **Northfield Area Fire Rescue Services** of the **NAFRS Joint Powers Agreement** and ceased to perform or supervise fire suppression duties; unless, as specified in M.S. 424A.02, Subd. 1(d):
 - (a) the person is employed subsequent to retirement by the **NAFRS Joint Powers Agreement** to perform duties within the **Northfield Area Fire Rescue Services** on a full-time basis; and
 - (b) the governing body of the **NAFRS Joint Powers Agreement** has filed its determination with the board of trustees of the *Association* that the person's experience with and service to the **Northfield Area Fire Rescue Services** in that person's full-time capacity would be difficult to replace;
- (3) Have at least five (5) years of active service with such department before retirement; and
- (4) Have been a member of the *Association* in good standing at least five (5) consecutive years immediately preceding separation from service, other than time on suspension and approved Leaves of Absence.

6.1.2 Service pension. Because of varying circumstances in each member's retirement planning, optional benefit payment methods are offered. Selection should occur after consultation with a tax consultant, financial planner, or an attorney. Each member meeting the requirements of 6.1.1 shall be entitled to a lump sum service pension. 20 years of service shall be the base service pension. At the time of application for retirement, a qualified member shall be entitled to payments from the Special Fund according to the following tables attached as Addendum A:

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6.1.3* Application. Applications for service pensions or ancillary benefits shall be made in writing on forms supplied by the Secretary. The application shall be submitted to the *Board of Trustees* at a regular or special meeting of the *Board*. Applications shall be verified by an oath of the applicant and shall state the applicant meets each of the eligibility requirements set forth in 6.1.1.

6.1.4* Approval, amount of pension. It shall be the duty of the *Board* to approve applications for service pensions or ancillary benefits if the applicant meets all of the eligibility requirements set forth in 6.1.1. The service pension shall be payable at the rates set forth in 6.1.2. Payment shall be made from the Special Fund.

- (1) It shall also be the duty of the *Board* 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, with particularity, which requirements the applicant does not meet.
- (2) Thereafter, the applicant shall be furnished the opportunity to be heard by the full *Board*, by filing a written intent to appeal with the Secretary within 30 days of receiving an adverse determination.
- (3) Upon receipt of the written intent to appeal, the *Board of Trustees* shall hold a special meeting within 60 days of receipt of the written intent to appeal. Timely notice of the meeting shall be given to the member at least 15 days prior to the special meeting. The member shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the adverse determination.
- (4) The *Board of Trustees* reserve the right to engage the services of a mediator or arbitrator, acceptable to both parties, at any time during the appeal. The mediator or arbitrator shall be selected from the Rule 114 Supreme Court Roster. The cost of the mediator or arbitrator shall be split in half among both parties.
- (5) Determination of the *Board* shall be final after 6.1.4 (3) of such appeal.

6.1.5* Deferred service pension. A member of the *Association* who has completed at least five (5) years of active service with the municipal fire department and at least five (5) years of active membership in the *Association* and who separates from active service and membership shall be entitled to a deferred service pension to commence upon reaching at least the age of 50 years and upon making a valid written application to the

Association. The deferred service pension shall be payable as set forth in 6.1.2 except that:

- (1) Deferred members selecting the lump sum service pension as set forth in 6.1 (1) shall have the lump sum payment based on the Lump Sum table in effect at the time of separation.
- (2) As specified in MS 424A.02 subd. 7(c), no interest will be paid on the deferred lump sum service pension during the period of deferral.

6.1.6* Year of service. For the purpose of computing benefits, a "Year of Service" shall be defined as a period of 12 full months of active duty in the **Northfield Area Fire Rescue Services**, beginning on the anniversary date when the member became an active member of said Fire Department.

- (1) If a member's period of active service is not continuous, parts of years may be added together to complete full years.
- (2) Service credit for incomplete years of service, after the member's anniversary date, shall be prorated at the rate of 1/12 (8.333%) per complete month of active duty, pursuant to Minn. Stat. §424A.02, Subd. 1.

6.1.7 Surviving Spouse. "Surviving Spouse" means any person who was the dependent spouse of a deceased member who was legally married to the member at the time of death.

6.1.8 Lump Sum Payment Options. Each member meeting the requirements of 6.1.1 shall be entitled to receive a lump sum service pension. The *Board of Trustees* may allow up to 90 days from the date of approval to make the payment. Alternate payment methods shall include:

- (1) A single lump sum check payment payable to the eligible retiree.
- (2) Lump Sum payment by the *Association* directly to a recognized insurance carrier licensed to do business in this state and approved for this product by the Commerce Commissioner under Minn. Stat. §60A.40.
- (3) Upon written request, the *Association* shall directly transfer the eligible member's lump sum pension to the member's individual retirement account under Section 408(a) of the Internal Revenue Code, as amended, as provided for in Minn. Stat. § 424A.02, subd. 8b.
- (4) Direct transfer of the member's lump sum payment to the member's individual Minnesota deferred compensation account under Minn. Stat. § 424A.015, subd. 5.

6.1.9 Supplemental Benefit. As described in Minn. Stat. §424A.10, the *Association* must pay a supplemental benefit to individuals who receive a lump sum distribution of pension or ancillary benefits for service performed as a volunteer firefighter at the time that the lump sum benefit is paid. The supplemental benefit is calculated as ten percent of the regular lump sum distribution, but not to exceed \$1,000.

- (1) Upon the payment of a lump sum survivor benefit to the survivor of a deceased active or deferred member, a supplemental survivor benefit will be paid to the legally married surviving spouse or, if none, to the surviving child or children. The survivor supplemental benefit is calculated as twenty percent of the survivor benefit distribution, but not to exceed \$2,000.

6.2 Ancillary Benefits. "Ancillary Benefit" means a benefit other than the service pension. Upon the death of an active or deferred member of this *Association* there shall be paid a survivor or death benefit. Pursuant to Minn. Stat. §424.A02, subd. 9. (b), the sum of the ancillary benefit shall be calculated as of the date the active or deferred member died.

6.2.1 Active Member Survivor or Death Benefit. Pursuant to Minn. Stat. §424A.05, Subd. 3. (4), a survivor benefit may be paid to a surviving spouse of an active member, or if none, to a child or children regardless of age at time of death, or if none, to designated beneficiaries described in 6.2.3, or if no designated beneficiary, a death benefit to the estate of the deceased member. The sum shall be calculated using the Lump Sum Service Pension benefit in effect at the time of death as listed in 6.1.2, using years of service as determined in 6.1.6, without regard to minimum or partial vesting requirements but in no case shall be less than one year of service.

6.2.2 Deferred Member Survivor or Death Benefit. Pursuant to Minn. Stat. §424A.05, Subd. 3. (4), a survivor benefit may be paid to a surviving spouse of a deferred member, or if none, to designated child or children regardless of age at time of death, or if none, to designated beneficiaries described in 6.2.3, or if no designated beneficiary, a death benefit to the estate of the deceased member. The sum shall be calculated using the Lump Sum Service Pension table in effect at the time of separation, using years of service as determined in 6.1.6 and partial vesting requirements that may apply. The total benefits paid herein, cannot exceed the benefit earned by the member.

6.2.3 Designated Beneficiary. The member's designated beneficiary must be a natural person as identified in writing, on a form provided by and filed with the Secretary.

6.3 Limits on Benefits.

6.3.1* Domestic Relations Order. A qualified domestic relations or domestic relations order that complies

with the provisions of Minn. Stat. §§518.58, 518.581, or 518.611, shall be distribution made pursuant to a domestic relations order, shall be treated as made pursuant to qualified domestic relations order as specified by Internal Revenue Code 414 (p) (11), as amended. 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. The only benefit available to a former spouse of a member pursuant to a qualified domestic relations order is that of a lump sum service pension, which is distributable pursuant to the terms and conditions of Article VI herein. When a qualified domestic relations order is submitted to the *Association* for review and/or consideration, it must be accompanied with a fee of \$500.00 to help defray the cost of attorney fees and meeting costs of the *Board*.

6.3.2 Garnishment, Judgment or Legal Process. No service pension benefits paid or payable from the Special Fund of the relief association to any person receiving or entitled to receive a service pension shall be subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§518.58, 518.581, or 518.611.

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

6.3.4 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 be subsequently amended.

6.3.5 No ancillary benefit or combination of benefits payable may exceed in amount the total earned service pension of the member or former member.

ARTICLE VII AMENDMENTS

7.1 The Bylaws of this *Association* may be amended at any regular or special meeting of the *Association* by a favorable vote of two-thirds (2/3) of the members present and voting, providing a quorum is present; and provided further that notice of any proposed amendment or amendments has been given or mailed to each member at their last known address not more than 31 days preceding the date upon which such amendment or amendments are to be acted upon, and not less than 10 days prior to the scheduled date of such meeting; and provided further, that if such amendment or amendments shall change the amount of benefits or pensions, approval of the **Joint Powers Board** of the **NAFRS Joint Powers Agreement** must be obtained, as required by Minn. Stat. §69.772, subd. 4.

ARTICLE VIII MUNICIPAL RATIFICATION

8.1 The adoption of, or any amendment to the *Articles* or *Bylaws* of this *Association* which increases or otherwise affects the retirement coverage provided by, or the service pensions or retirement benefits payable from the Special Fund of this *Association*, as required by Minn. Stat. §424A.02, subd. 10 shall not be effective until it is ratified by the **Joint Powers Board** of the **NAFRS Joint Powers Agreement**.

A. At a duly called regular meeting thereof, the *Northfield Fire Relief Association* did amend on the 27th day of July 2015, the foregoing *CODE OF BYLAWS*, said *Code* consisting of ten (10) pages, including this page. Which amendments were approved by the Northfield Fire Relief Association on the 27th day of July, 2015.

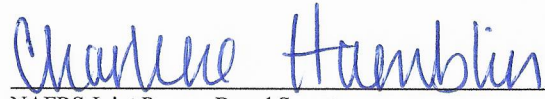
B. At a duly called regular meeting thereof, the **Northfield Joint Powers Board** did amend on the 22nd day of October, 2015, the foregoing *CODE OF BYLAWS*, said *Code* consisting of ten (10) pages, including this page. Which amendments were approved by the **Northfield Joint Powers Board** on the 22nd day of October, 2015.

Relief Association President



NAFRS Joint Powers Board Chair

Relief Association Secretary



NAFRS Joint Powers Board Secretary

CITY OF NORTHFIELD, MINNESOTA
CITY COUNCIL RESOLUTION 2021-052
NORTHFIELD FIRE RELIEF ASSOCIATION BENEFIT LEVEL INCREASE

WHEREAS, the Northfield Fire Relief Association (NFRA) provides retirement and other benefits to the members and beneficiaries of Northfield Area Fire and Rescue Service (NAFRS); and

WHEREAS, the NFRA recommends an increase in its benefits from the current amount of \$10,000 to \$13,000 per year of service; and

WHEREAS, the NFRA last increased Pension Benefits in 2018; and

WHEREAS, the sole purpose of these funds, managed by the State of Minnesota Investment Fund, is to provide retirement benefits to fire fighters; and

WHEREAS, The Board of the Northfield Area Fire and Rescue Service (NAFRS) has approved this change, as they found it to be responsible and prudent,

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT POWERS BOARD: that the Northfield City Council finds this change to be responsible and prudent and approves the increase for the Northfield Fire Relief Association annual retirement benefit level for its paid-on-call fire fighters from \$10,000 to \$13,000 effective on January 1, 2022, and approve amendment to the NFRA bylaws Amendment A to reflect the approved benefit level.

PASSED by the City Council of the City of Northfield on this 1st day of June, 2021

ATTEST



City Clerk



Mayor

VOTE: Y POWNELL Y GRABAU Y NAKASIAN Y NESS
Y PETERSON WHITE Y REISTER Y ZUCCOLOTTO

Addendum A

Table LS-06

Date

Approved by NAFRS Board,

Proposed 5/2021

LUMP SUM SERVICE PENSION

EFFECTIVE 1/1/2022

\$13,000 BENEFIT LEVEL

Formula (Years X Level X Percentage)

<u>Years of Service</u>	<u>\$ Level</u>	<u>Percentage</u>	<u>Amount</u>	
5	\$13,000	40%	\$26,000	
6	\$13,000	44%	\$34,320	
7	\$13,000	48%	\$43,680	
8	\$13,000	52%	\$54,080	
9	\$13,000	56%	\$65,520	
10	\$13,000	60%	\$78,000	
11	\$13,000	64%	\$91,520	
12	\$13,000	68%	\$106,080	
13	\$13,000	72%	\$121,680	
14	\$13,000	76%	\$138,320	
15	\$13,000	80%	\$156,000	
16	\$13,000	84%	\$174,720	
17	\$13,000	88%	\$194,480	
18	\$13,000	92%	\$215,280	
19	\$13,000	96%	\$237,120	
20	\$13,000	100%	\$260,000	BASE
21	BASE + \$13,000		\$273,000	
22	BASE + \$26,000		\$286,000	
23	BASE + \$39,000		\$299,000	
24	BASE + \$52,000		\$312,000	
25	BASE + \$65,000		\$325,000	
26	BASE + \$78,000		\$338,000	
27	BASE + \$91,000		\$351,000	
28	BASE + \$104,000		\$364,000	
29	BASE + \$117,000		\$377,000	
30	BASE + \$130,000		\$390,000	
31	BASE + \$143,000		\$403,000	
32	BASE + \$156,000		\$416,000	
33	BASE + \$169,000		\$429,000	
34	BASE + \$182,000		\$442,000	
35	BASE + \$195,000		\$455,000	

No maximum years of service



MEMORANDUM

To: Honorable Mayor and City Council
Dundas, Minnesota

From: John M. Powell, P.E.
City Engineer

Date: June 28, 2021

Re: Approve a Generator Maintenance Agreement with Cummins, Inc.

Introduction

City Staff has obtained a quote from Cummins, Inc. to perform routine maintenance of the backup generators at Lift Station 1, Lift Station 2, and Well 2.

Background

The City has contracted with Cummins, Inc. for the past three years for routine maintenance of the generators. The specific items included in the inspection and maintenance are listed on the Planned Equipment Maintenance sheet of the Cummins proposal. Similar to the previous agreement, the proposed agreement covers a period of about three years. The proposed cost includes:

- Full Service of each generator in November of 2021, 2022, and 2023.
- Inspection of each generator in May of 2022, 2023, and 2024.
- Replacement of the battery at Lift Station 1 in November of 2022.
- Replacement of the battery at Lift Station 2 in November of 2021.
- Replacement of the battery at Well 2 in May of 2023.

Fiscal Impact

The total cost for three years is \$11,140.57; this is an increase of about 3.7% over the previous three years. Funds for this maintenance are budgeted in Sewer Operations (for the lift stations) and Water Operations (for the well).

Alternatives

1. Motion to Approve a Generator Maintenance Agreement with Cummins, Inc.
2. Deny the request.

Staff Recommendation

Alternative No. 1: Motion to Approve a Generator Maintenance Agreement with Cummins, Inc.

Attachment

1. Cummins, Inc. Generator Maintenance Agreement dated June 16, 2021.



Sales and Service

ST PAUL MN BRANCH
1600 BUERKLE ROAD
WHITE BEAR LAKE, MN 55110 0000
Phone: 651-636-1000

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF DUNDAS PO BOX 70 Dundas, MN 55019	Contact: Duane Meliza Phone: 507 6458062 Fax: 507 6451629 Cust Id: 46836	Quote Date: 16-JUN-21 Quote Expires: 16-NOV-21 Quote Num: 138533 Quoted By: John D Prill Quote Term: 3 Year(s)

Site Information

1	BRIDGEWATER HTS LIFT STA	1618 PINNACLE ST	DUNDAS	MN	55019
2	WELL 2	1185 BRIDGEWATER PKWY	DUNDAS	MN	55019
3	LIFT STATION #1	1000 RAILWAY ST N	DUNDAS	MN	55019

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	LIFT STATION #2	ONAN	125.0GGLA	125.0GGLA	I050834458	ST
2	WELL #2	ONAN	DQHAA	DQHAA	C070040298	ST
3	LIFT STATION #1	KATOLIGHT	GEN SET	D60FJP4	LM308664 N-45213	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	LIFT STATION #2	STANDARD PM FULL SERVICE	2	667.77	1,335.54
		FULL SERVICE W/ BATT R&R	1	866.14	866.14
		INSPECTION	3	351.57	1,054.71
2	WELL #2	STANDARD PM FULL SERVICE	3	1,049.79	3,149.37
		INSPECTION W/ BATT R&R	1	1,089.61	1,089.61
		INSPECTION	2	382.39	764.78
3	LIFT STATION #1	STANDARD PM FULL SERVICE	2	546.00	1,092.00
		FULL SERVICE W/ BATT R&R	1	749.79	749.79
		INSPECTION	3	346.21	1,038.63

THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES

Please complete, sign and return to:
Dan Prill, Inside Sales at john.prill@cummins.com, Phone: 651-286-2223 or fax 888-230-6699

Current Account Status: Charge account customer/Pay upon receipt of invoice after service is performed.

Based on your previous PM schedule, tentative schedule is as follows:

ALL GENS:

FULL SERVICE IN NOVEMBER OF 2021, 2022 AND 2023.
INSPECTION IN MAY OF 2022, 2023 AND 2024.

LIFT STATION #1 :
BATTERY REPLACEMENT IN NOVEMBER OF 2022 (LAST REPLACED IN DECEMBER OF 2019).



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>	
CITY OF DUNDAS PO BOX 70 Dundas, MN 55019	Contact: Duane Meliza Phone: 507 6458062 Fax: 507 6451629 Cust Id: 46836	Quote Date:	16-JUN-21
		Quote Expires:	16-NOV-21
		Quote Num:	138533
		Quoted By:	John D Prill
		Quote Term:	3 Year(s)

LIFT STATION #2 :
BATTERY REPLACEMENT IN NOVEMBER OF 2021 (LAST REPLACED IN NOVEMBER OF 2018).

WELL #2 :
BATTERY REPLACEMENT IN MAY OF 2023 (LAST REPLACED IN JUNE OF 2020).

Unless otherwise requested this quote reflects labor during regular business hours. No additional repairs will be performed without customer's authorization.

If you have any questions, concerns or to make any changes please contact:
Jana J. Roering-Planned Maintenance Sales - Cummins Sales and Service
Phone 651-286-2159 Cell 763-370-8949 Fax 651-286-2022 jana.roering@cummins.com

Standard Agreement Amount	\$11,140.57
Proposal Total	\$11,140.57

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval _____

CUMMINS INC _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council
FROM: Jenelle Teppen, City Administrator
SUBJECT: Consider Approving Anthony Brecht as Part-Time Police Officer
DATE: For the City Council Meeting of June 28, 2021

PURPOSE/ACTION REQUESTED

Consider approving Anthony Brecht as part-time Police Officer.

SUMMARY

As the Council will recall, staff had advertised, interviewed and make a contingent offer of employment to a candidate for the position of part-time Police Officer.

That offer was contingent upon the completion of the background investigation, medical and psychological screening and City Council approval.

The background investigation and the psychological and medical evaluations have been successfully completed.

RECOMMENDATION

Motion to approve appointing Anthony Brecht to the position of part-time Police Officer.

City of Dundas
Public Works Staff Meeting / City Engineer Update 6/24/21

June 23, 2021
Agenda

The City Administrator, Public Works Director, and City Engineer meet at least monthly to plan and review projects and tasks, and to discuss public works matters of all types. The agenda used for the most recent Public Works staff meeting forms the basis for the updates that are provided to the City Council. Following is the most recent Public Works staff meeting agenda with notes added.

1. 2021 Street Maintenance

- \$75,000 budgeted for Road Maintenance which includes annual road repairs, patching, crack filling, seal coat, etc. in 2021.
- On 3/22/21 the City Council awarded the contract for the 2021 Seal Coat to Pearson Bros. Inc.; the seal coat work was completed on 6/16/21. The 2nd sweeping will occur in the next few days.
- On 6/14/21 the City Council accepted the Hester Street M&O quotes and awarded the contract to Bituminous Materials Inc. (BMI) for the quote amount of \$44,995. BMI plans to begin this work in mid-July.
- Staff will solicit a quote from BMI for the Bridge Street/2nd repairs and other minor patching.
- Staff is coordinating with contractors for restoring pavement markings within the seal coat areas; including the area east of TH 3 on Hester Street.

2. 2021 Sidewalk/Trail Improvements

- ECRT North-south connection along 1st Street North.
 - A drain will be put in place to carry the roadway runoff under the trail south of the ECRT connection.
 - Staff will be issuing a request for quotes for this trail work and any drainage modifications at the roadway low point.
 - Striping of a crossing of Hester Street at 1st Avenue will be pursued with Rice County.

3. 2021 Storm Sewer Maintenance

- Hester Street
 - On the south side of Hester Street between the Menard and City ponds; the storm sewer outlet from 3rd Street will be extended, and the pond side slopes flattened in this area.
 - 6/15/21 staff contacted Menard's to obtain a right of entry onto their property to complete this work.
- NE corner of Hester Street W. and Depot Street N. options are being considered for a new storm sewer structure at east side of the culvert under Depot Street.
- On the SE corner of Schilling Drive N. and CSAH 1 there appears to be a buried structure, this will be located and adjusted to grade.
- Minor modification work to the catch basin near the Dundas Dome driveway to lower the inlet elevation.

4. 2023 Street Lighting
 - On Railway Street down to West Avenue; and including lights at each end of the pedestrian bridge over the Cannon River.
 - \$120,000 capital levy over three years, 2021-2023. Updated pricing will be requested from the supplier.
 - ***Use of shorter (16') poles at City Hall will be reviewed; the existing poles would be relocated to Railway Street/Memorial Park area.***

5. 2021 and 2022 Street Sweeping
 - On 4/12/21 the City Council awarded the contract for citywide street sweeping in 2021 and 2022 to Sanford Services LLC.
 - ***Due to recent weather, an additional sweeping will be considered for those areas from 1st Street to the west, and south of Hester Street.***

6. 2021 Sanitary Sewer Cleaning and Televising
 - Citywide cleaning/televising will be completed on a 4-year rotation; 25% each year.
 - On 4/12/21 the City Council awarded the contract to Underground Technologies; the work has been completed. The video is being reviewed.

7. 2021 Water Meter Technology Update
 - 4/26/21 the City Council approved the implementation of updated water meter and reading technology including the software purchase. The technology upgrade is being implemented.

8. Comprehensive Plan Update
 - The final plan document was reviewed with the City Council at their 4/26/21 meeting.
 - Staff was directed to prepare a planning study for the reconstruction of 115th Street between CSAH 20 and CSAH 22 to facilitate corridor safety. It is anticipated that 115th Street will be about two-feet higher at Highland Parkway in the future. Initial project costs have been identified in the updated CIP. The scope and budget for the complete study are also being developed.
 - 3/19/21 an initial meeting was held with Rice County to discuss the proposed 115th Street study and the County's long-range vision for the intersections at each end of the study area.
 - On 4/1/21 Rice County held a meeting at City Hall to discuss Decker Avenue and the potential for a County roadway corridor from TH 19 to CSAH 1 along this alignment.
 - 4/12/21 the City Council approved a resolution in support of Rice County preparing a planning Study of Decker Avenue from TH 19 to CSAH 1. Rice County expects to issue an RFP for this Study this summer.
 - 5/27/21 City staff met to begin review of the land use north of CSAH 1, west of Depot Street, in anticipation of the County study.

9. CSAH 1/TH 3 Pedestrian Crossing
 - The scope includes a crossing of CSAH 1 connecting the existing trail near the PRV to the sidewalk on Stafford Road North; and pedestrian connections west along the south side of CSAH 1 to Cannon Road. WSB is developing more detailed alignments for these connections.
 - A portion of the \$121,900 capital expenditure budgeted for Sidewalk/Trail in 2021 is to further design of these crossing concepts.
 - WSB has scheduled a meeting on site with the owner of the Self Storage Dundas to review alignment options.

10. ECRT Parking Lot

- An aggregate base parking area is proposed to be created at the ECRT on the NE corner of 1st Street N / Everett Street.

11. Forest Avenue

- Based on recent soil borings, extensive pavement repair has been included in the CIP, construction which will likely include pavement reclamation and a bituminous overlay.

12. Memorial Park

- A \$53,000 play structure proposal from Minnesota Wisconsin Playground was reviewed and approved by the City Council on 4/26/21; they have been notified to proceed. Public Works has initiated removal of the existing equipment and site preparation.
- \$106,000 capital expenditure budgeted in 2021 for trail and entrance work; to occur in late 2021 or early 2022. ***Construction in the fall of 2021 is preferred.***
- Dukes are hosting the State Baseball Tournament in 2022.
- The City is considering eliminating a segment of sidewalk along the west side of 1st Street S. (south of Hamilton Street) to reconfigure the parking in this area and improve City maintenance access. This will be reviewed with the Duke's prior to implementation.
- 6/14/21 Mike Ludwig of the Dundas Dukes updated the City Council on the Duke's site activities and State Tournament preparations.

13. Mill Town Trail Head

- The final sculpture area site plan and specifications have been prepared; the sculpture committee will be convened to review the estimated costs and identify next steps.
- The sculpture will be re-set then cleaned in 2021.

14. Northfield Wastewater Treatment

- 4/26/21 Dundas received a letter from the City of Northfield regarding TSS loadings.
- Staff and WSB met on 5/7/21 to outline a systemwide approach to locate sources of excess TSS in the City's system and is actively pursuing actions to mitigate excess TSS long term. The approach is to implement whatever changes are necessary (pre-treatment, etc.) to adhere to the *current* Wastewater Agreement in the shortest amount of time possible.
- WSB is reviewing the Dundas TSS levels as compared to typical levels for municipal effluent.
- Pre-treatment options are being considered such that capital costs may be identified in the updated CIP.
- The City has received new portable effluent sampling equipment; this will be deployed in the next few days.
- On 6/4/21 Northfield forwarded a copy of their recently completed Wastewater Treatment Plant facility study.
- Modifications to the west sanitary sewer lift station are also being considered.

15. Public Works Future Tasks

- Around the Stoneridge Hill, Millstone, and Schilling Park storm ponds; PW staff will install small permanent signs on every other lot line at the pond easement in 2021 at the drainage easement/City property limits for future reference. WSB will send a letter to residents notifying them that WSB will be surveying around the pond. ***Signs have been ordered from EFA/Safety Signs.***
- The storm water code and fees are under review, including sump pump connection requirements. Staff met with Andrew Albers to discuss his concerns regarding the amount of City fees he pays and research he has done on fee options.
- A pavement management document is being prepared based on past actions and bituminous pavement conditions.

- The City received an inquiry regarding converting the Access Road west of TH 3 between CSAH 1 and Hester Street to a public street; a draft policy will be prepared by WSB for reviewing these types of requests.
- 5/28/21 initial 2022 budget estimates were submitted to the City Administrator.
- ***The draft CIP was reviewed, particularly the schedule for some projects.***
- 6/28/21 a proposed generator maintenance agreement from Cummins will be considered by the City Council.
- Rice County has been contacted about adding signage where the existing trail crosses CSAH 78 south of Mill Towns Road.
- ***Staff met with M&M Resources about potential future expansion.***

16. Regional Storm Water and Wetland

- This is the next storm water pond cleaning project; the focus for work at the regional pond will be clearing trees/brush and removing sediment. This work will be completed after coordinating with dog park users.
- A future study will be needed to quantify the treatment capacity and service area for the pond located between Hester Street and CSAH 1, east of 3rd Street North.

17. Tower Park Improvements

- 6/17/21 City Staff met to discuss a survey to solicit input from residents on park amenities. Planning of park improvements will begin in early fall after the survey is completed.

18. Two Year Warranty Inspections

Bond Expiration
Date

- | | |
|--|----------|
| • Cannon Road Improvements (Swenke Ims) | 8/12/21 |
| • Stafford Road North Improvements (Swenke Ims) | 8/12/21 |
| • 2019 Pond Maintenance (Swenke Ims) | 8/12/21 |
| • City Hall Site and Utility Improvements (Swenke Ims) | 10/12/22 |

19. UPRR/Hester Street sidewalk crossing

- Retaining wall relocation at 236 Railway Street to be completed under a separate contract in the future; coordination with UPRR and cost estimating will occur before then.

20. Water Supply Plan

- 6/28/21 a review of the City water conservation measures and restrictions will be presented.
- Implementation deadlines to be checked quarterly.

21. Water Towers

- At the east tank, some interior repairs will be needed in 2021; Suez has been contacted. The west tank is also due for a routine inspection. Work to be completed in late fall when water demand is lower.

22. Wellhead Protection Plan (WHP)

- On 3/24/21 a WHPP implementation kickoff meeting was held with MRWA.

23. Xcel Energy Feeder Line R/W permit

- The restoration of pavement markings disturbed by this activity will be reviewed.

24. AT&T East tower antenna modification

- 8/24/20 AT&T's proposed 4th Amendment to the antenna lease was approved by the City Council.
- On 5/18/21 final construction drawing review comments were provided to AT&T.
- AT&T plans to begin antenna construction activity soon.

25. Bridgewater Heights PUD

- A final punch list for the project will be prepared this summer.

26. Bridgewater Heights Annexation Area Concept Plan

- 2/18/21 the Planning Commission considered the concept plan and provided feedback.
- 3/11/21 the City received a letter from the Bridgewater Township attorney objecting to the annexation; the City responded.

27. Cannon River Valley Estates

- Punch list to be prepared after all work has been completed.

28. Dundas Dome Site

- A request for an extension of the completion date for parking lot work was approved by the City Council on 10/12/20.
- On 4/20/21, the Building Official issued a Temporary Certificate of Occupancy extension to 6/15/21.

29. Johnson-Reiland Commercial

- 6/21/21 WSB contacted the applicant to clarify their schedule and intended work scope at 399 Stafford Road N.

30. Menards Gate Expansion

- 5/11/20 the City Council approved a Planned Unit Development Amendment, a Site and Building plan, and a lot line adjustment for this project.

31. Stoneridge Hills

- A potential developer has requested background information on prior approvals and infrastructure related to the area north of Bluestone Drive (Outlot C).
- 6/10/21 WSB met with the developer and their engineer to review preliminary drainage information and the drainage analysis needed to move forward with development.

32. Tower Heights

- Easement vacations, the Final Plat, and the Development Agreement were approved by the City Council at their 5/10/21 meeting.
- Site utility installation is underway.
- A plan update will be requested to account for the future raising of 115th Street.
- Staff is working on barricades and signage to prevent traffic from using Highland Parkway to access 115th Street during construction.

33. West Avenue Apartments

- 6/8/20 the City Council approved the Comprehensive Plan Amendment, Preliminary and Final Plat; the PUD Preliminary and Final Plan; Building and Site Plan; a Planned Unit Overlay District; and the Development Agreement.
- 8/4/20 the developer signed the Development Agreement and the storm water agreement.