I. CALL TO ORDER

II. DISCUSSION
   A. Veterans Memorial Statue
   B. Fire Relief Association Bylaws
   C. Fire Department Policies
   D. AMI Metering Project

III. ADJOURNMENT

***PLEASE NOTE LOCATION OF THIS WORKSHOP***
TO: Honorable Mayor Zieman
Members of the City Council

FROM: Todd Prafke
City Administrator

RE: Veterans' Memorial Public Art

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

As members may recall you provided approval for a Veteran's Memorial to be placed in the northeast corner of Minnesota Square Park (the corner of South Minnesota Avenue and College Avenue). A significant portion of the Memorial includes a piece of public art. Your development agreement with the organizers stipulates that the Council has final say on the selection of the artist and statue design.

Bob Lambert, one of the primary organizers of this effort, has been at previous workshops along with other members of the group to provide updates related to the design and fundraising for this effort. At your last workshop on this issue Mr. Lambert displayed samples of the proposed options for your review and discussion. The Committee that was established based on the agreed to process is recommending an artist and statue design.

For Monday's workshop, Ann Fee, Director of the Saint Peter Arts Center, who assisted in the RFP process will provide some additional insight on the statue and artist of the recommended piece entitled, "United, Out of Many One, For Freedom and Peace". Sculptor James Shoop is also planning on attending.

The Committee will also provide a description of the layout of the memorial with more information on the difference between the Service and Honor Walls and their locations as a part of the Memorial. The Committee’s representatives will also provide a discussion on the phrases and quotes and their location on the memorial.

My goal for the workshop is to put you in a position to take action to select an artist and design at the June 12th Council meeting.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal
TO:         Honorable Mayor Zieman  
           Members of the City Council

FROM:  Todd Praffe  
        City Administrator

RE:        Veterans' Memorial Public Art

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

As members may recall you provided approval for a Veteran's Memorial to be placed in the northeast corner of Minnesota Square Park (the corner of South Minnesota Avenue and College Avenue). A significant portion of the Memorial includes a piece of public art. Your development agreement with the organizers stipulates that the Council has final say on the selection of the artist and statue design.

Bob Lambert, one of the primary organizers of this effort, has been at previous workshops along with other members of the group to provide updates related to the design and fundraising for this effort. At your last workshop on this issue Mr. Lambert reported on progress regarding the approved process for selection of the statue which is meant to represent "peace and freedom". The Committee that was established based on the agreed to process is recommending an artist and statue design.

We have included some additional information and a few photos I took of the designs. All of the designs that were received by the selection committee will be available at the workshop for your review and discussion.

My goal for the workshop is to put you in a position to take action to select an artist and design at a future Council meeting.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal
TO: Honorable Mayor Zieman  
Members of the City Council  

FROM: Todd Prafke  
City Administrator  

RE: Veterans Memorial Update  

ACTION/RECOMMENDATION  

None needed. For your information and discussion only.  

BACKGROUND  

As members may recall you provided approval for a Veteran's Memorial to be placed in the northeast corner of Minnesota Square Park (the corner of South Minnesota Avenue and College Avenue). Bob Lambert, one of the primary organizers of this effort, will be at your workshop to provide an update as the group closes in on its fundraising and design goals.  

The process for completion of this includes a formal, written, Development Agreement that provides clarity on a number of issues including the final design, general time frame, maintenance funding and rules for the placement of names into the future. The memo used as the basis for providing your approval is also attached.  

Please also know that the memorial development team has discussed the plans with your staff a number of times to help ensure stormwater, sidewalk, electric and other site issues are well handled. We are confident that the design will meet those needs.  

My goal for your workshop on Monday evening is to review the proposed development agreement and allow Mr. Lambert to show and discuss the 95% plus design, outline their plan thus far on the "Freedom and Peace" statue, and give an update on funding. I anticipate formal action on the Development Agreement at your December 12th meeting.  

A copy of the plans are attached and I know they are small (for ease of insertion in packet and on Web site) but a larger version will be available and will be placed on your meeting table as the project is reviewed.  

Please feel free to contact me if you have any questions or concerns on this agenda item.  

TP/bal
Memorandum

TO: Todd Praflke
   City Administrator

FROM: Pete Moulton
   Public Works Director

RE: Veteran's Memorial Design

ACTION/RECOMMENDATION

None needed. For your information and discussion.

BACKGROUND

The City Council requested the Veteran's Memorial plan, the location of which was previously approved to be in the northeast corner of Minnesota Square Park, be reviewed and vetted by the Parks and Recreation Advisory Board. At the January 20, 2015 Parks Board meeting, members of Saint Peter Area Veterans Memorial Association (SPAVMA) presented their proposal based on the six (6) principles and sixteen (16) criteria previously outlined by the City Council.

Design of the memorial, freedom statue, service and honor walls design, and an inclusion policy for adding names to the walls were presented. The plan attempts to address each principle criteria requested by the City Council and while the design comes close to accomplishing the goals, it does not meet four of the criteria.

The Parks Board recommends approval of the overall plan. This memo outlines the basis for that and explains why a deviation from the criteria should be allowed.

1. Height restriction of 48 inches: The Service Walls start at 36" in height at their outside ends, and rise to 72" at the center, and the Honor Wall is 72". In order to meet some of the criteria (of keeping the plan within a relatively small footprint, providing a place where people would feel drawn in to the site, and providing a place where people could "commune"), the Board felt it was necessary to create a quiet, reflective place to honor those who were either killed in action or who are missing in action. The memorial also needed to have a wall large enough to accommodate "names you could touch" year round as opposed to brick pavers. The Service Wall accommodates the names of those who have served from the Indian Wars through current and future wars. The Honor Wall provides a place to honor those who have given their life from the Indian Wars through current and future wars. Each Service Wall will accommodate approximately 900 names.
on the "inside" wall facing the statue. An additional 900 names could be accommodated on the outside of each Service Wall.

The Parks Board believes the proposal is appropriate and that this could not be accomplished with 48" walls. The goal is to get close to 2000 names on the Service Walls during the first two years of fund raising, 72" walls will make this possible.

2. Sidewalk connection to the pavilion: The criteria requiring the Veterans Memorial Committee to construct a sidewalk to the pavilion is not being proposed with this memorial design for several reasons:

- The Parks Board does not believe it should be the responsibility of the citizens raising funds for a memorial to also pay for park sidewalks beyond the project. The estimated cost for this project will be approximately $600,000 without paying for any sidewalks or maintenance fund.

- Whenever the park pavilion is renovated, a significant portion of the park will be under construction. At that time sidewalks and utilities throughout the park will most likely be replaced as well. We believe that this project may likely occur prior to the pavilion renovation and any sidewalk serving the pavilion would likely, at least partially, be removed.

- When the park pavilion project is initiated the Council may use funds the SPAVMA has provided for a perpetual fund for the construction of a sidewalk if it deems that is an appropriate use of those funds at that time.

The Parks Board recommends that the sidewalk connections should be a part of the future pavilion project. Since connection at this time may be premature, the money would be better spent if completed at a later date.

3. No vertical elements within 20 foot setback: The proposed Memorial sign is a vertical structure that is proposed to be just outside the 20 foot setback and outside the 25 foot sight line triangle. The sign is 30 inches in height and is incorporated within the landscape in the same location where a boulder has been placed within the park.

The Parks Board has reviewed the sign location and height and the submitted drawing meets the intent of the Parks Master plan.

4. 3600 square feet in size: The square footage of the proposed plan does exceed the 3600 square feet by approximately 200 square feet. By requiring all vertical structures to be set back 20 feet from the back of the sidewalk, the area within the setback adds approximately 2800 square feet that cannot be utilized for the structure and is not considered within the square footage limitation.

The Parks Board has reviewed the design and feels that 3800 square feet is appropriate for the design and location within Minnesota Square Park.
Lighting on the walls is proposed to be LED lighting from light bars recessed under a cap on the wall. This would cast a soft light downward on the names on the Service Wall and the names and faces on the Honor Wall. The flags and the statue would have lighting cast upward. The effect would be subdued and appropriate for a place of honor and reflection.

The Chair of the Parks Board plans to be in attendance at the workshop on Monday evening to provide additional insight about the thoughts of the Board and its deliberations.

The Parks and Recreation Board has reviewed the request from the SPAVMA and find the submitted and corrected plan to meet the intent of the "principles and criteria" as supplied by the City Council and that the areas of variation are deemed to be acceptable as submitted and discussed.

Please feel free to contact me if you have any questions or concerns on this agenda item.

PM/amg
Memorandum

TO: Park and Recreation Board Members

FROM: Todd Praike
City Administrator

RE: Veteran's Memorial

DATE: 9/16/2014

ACTION/RECOMMENDATION

For your use, as directed by the Council, in review of the Saint Peter Veteran's Memorial submittals. The submittals should include site plan, sketch plan, rules for placement of names and a maintenance plan, which includes funding.

BACKGROUND

Parks Board members may know of the many discussions held by the City Council on this issue. The intent of this memo is to provide general direction and a framework for your review of the proposed memorial to be located at the corner of South Minnesota Avenue and West College Avenue in the northeast corner of Minnesota Square Park.

This issue is particularly emotional for many and justifiably so. While we are not discussing Veterans and their valued service, we are discussing something that represents their efforts, commitments, and sacrifice. It can be very hard to separate the two.

Maybe this quote can serve as a bit of inspiration for this overall thought. (This is not a suggestion for use; just a quote that I think gets to the point well.)

'The soldier above all others prays for peace, for it is the soldier who must suffer and bear the deepest wounds and scars of war.'

Douglas MacArthur

The Council's established goal, because the location is in a City park, is to give the Parks Board and the Veterans Memorial Committee both imagery and some practical guidance on what the Council wishes to see. The Board should review the application based on the principles and criteria listed below, make suggestions as needed, and provide a recommendation to the Council related to approval of the final design, rules and policies including maintenance.

Principles:

"Freedom and Peace" (used by me) as compared to "Liberty and Freedom" used by the Veterans Memorial Chair in his comments from their visit to the City Council in mid-August. The concept of Freedom and Peace is highly suggested as it represents what we as a people want.
to see and have. It is well worded by MacArthur in the quote used above. The Veterans Committee does not want to glorify war; rather they hope to provide recognition to those who served for these two purposes - Freedom and Peace. Additionally, this brings home the overarching thought that any local memorial is about people and not about branches of service, the materials of conflict or the organizations or war.

Subdued (used by both the Veterans Memorial Committee Chair and I at the August Council Workshop) - This means that we should avoid the feel of a roadside attraction. It should be reverent and not a place where we just stop to stretch our legs, let the kids out of the car, or maybe eat a bite. We recognize that war is a critical piece in the service experience of many Veterans. War is a highly emotional topic. Reactions to war range from pride to patriotism to grief to frustration to fear. All of these are deeply personal, acceptable reactions and as such a Veteran's memorial needs to provide opportunity for all to honor in the way that is most meaningful to the visitor.

Human Scale - This is meant to describe that it is not tall or wide or monolithic. One of the predominate things I hear repeatedly about the Vietnam Veterans Memorial's powerful impact is that visitors can touch each and every name. There is something about the sense of touch that is powerful for us. I believe that failing to make each name "touchable" or "traceable" would diminish any monument's ability to be personal and intimate. It is that intimate experience we seek when we look to commune with others in a way that the term "memorial" suggests.

"Simple" - We may not need tremendous imagery, pictures, visual reminders, or structures representing war or people. We each have our own imagery stored away for our own use that will be brought out as we interact with the memorial. We store the picture of our brother, father or sister within us. That image, shown as we want, as we want to see it, and the opportunity to not be told how to see it, should be preserved. If you close your eyes and see them, that is all the image that is needed. Beyond that we should strive to allow for simplicity of location and design so as to not take away from each user's opportunity to see what they want to see, I would also offer that a memorial is not really for those that have gone before us. It is really for us, for each of us who are still here, and we don't really need to be told how we should see things. This memorial is a framework for the experience of communing with others both here and those we still carry within us.

"Focus on individuals" - This means that the highlight should be about our local service men and women rather than the materials or organization of conflict. They have their own places where those very important institutions are recognized. Our goal should be to recognize our friends, family and neighbors who served. They should not be overshadowed by these other things. The memorial should be inward-looking towards the park, in keeping with its emphasis on locals honoring locals and the important use as part of Memorial Day, Fourth of July and Veteran's Day celebrations.

"Accessible" (used by both the Committee and me at various times throughout the discussion) Certainly this memorial should be Americans with Disabilities Act (ADA) compliant, but this thought also goes to it being open all the time, if illuminated only in a way that allows for use, not in a way like a billboard is illuminated. If there is to be a lit focal point, maybe it is the flag or any central art or statue that is put in place. All parts of the memorial can be used by all people, possibly incorporated into the current sidewalk and certainly attached to the current sidewalk so anyone can pass through it. Lastly, this refers to some of the other terms used such as "touchable". This should be a place that is not, figuratively speaking, behind a fence or in a
glass case. It needs to be designed in a way that allows for more than viewing. It must be alive and experiential in nature. You must feel something when you pass through it.

Specific Criteria:

- Located at the corner of South Minnesota Avenue and West College Avenue in the northeast corner of Minnesota Square Park.
- 3600 square feet in size excluding sidewalk.
- Height restriction of 48 inches, excepting flag or art (statue).
- Materials that can last for 100 years so rock, stone, and metal that is resistant to corrosion.
- Only three flags allowed - American, State and POW MIA.
- Lighting to be ground based or illuminating names, but subdued and recessed. Up lighting for flags.
- Only allowing the location name such as Veterans Memorial to have letters that are larger in size/font than the names plates. No larger than 12 inch letters for location signage lettering.
- No materials of war such as guns or tanks or planes.
- Name plates may use branch of service emblems, religious affiliation.
- Sidewalk to pavilion.
- Connectivity to both boulevard sidewalks (no trees cut down for sidewalk) or a single connection sidewalk could be placed in corner.
- Maintenance fund provided that provides for ongoing maintenance to be done by City staff.
- Places to sit for contemplation.
- No vertical elements within the set back (25 feet).
- Statue (if included) and base <10 ft. and a public competition for its design.
- Current flag in Minnesota Square be eliminated and this location to meet that need in the future.

It is the role of the Board to receive the application and information described above. The Board should review the application based on the Principles and Criteria listed, make suggestions as needed and provide a recommendation to the Council related to approval of the final design, rules and policies.

Please feel free to contact me if you have any questions or concerns about this direction.

TP/bal
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015

STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)

RESOLUTION APPROVING DESIGN OF VETERAN'S MEMORIAL IN MINNESOTA SQUARE PARK

WHEREAS, the City Council has authorized construction of a Veteran's Memorial in Minnesota Square Park under certain conditions; and

WHEREAS, the City Council directed the City's Parks and Recreation Advisory Board to work with the Veteran's Committee members to ensure the conditions are met in the proposed design; and

WHEREAS, the Parks Board considered the proposed design as well as the variations from the stated conditions and recommends approval of the design as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT:

1. The design for the Veteran's Memorial in Minnesota Square Park is hereby approved as submitted and recommended by the Parks and Recreation Advisory Board.

2. Staff is directed to prepare a development agreement for construction of the Memorial; finalization of processes and policies, and transfer of ownership to the City of Saint Peter.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 23rd day of March, 2015.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SAINT PETER
AND
SAINT PETER VETERANS MEMORIAL COMMITTEE

December 12, 2016
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of this 12th day of December, 2016, by and between the City of Saint Peter (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and the Saint Peter Veteran's Memorial Committee a 501c3 entity (the "Developer").

WITNESSETH:

WHEREAS, the City has determined that there exists a community interest and benefit to grant use of City owned park land for the placement, construction of and establishment of a Veteran's Memorial that honors local members of the United States Armed Services and promotes the values of Peace and Freedom; and

WHEREAS, the City Council of the City has had opportunity to establish criteria for the use of the park land; and

WHEREAS the City Council has reviewed the plans and specification of the proposed Veteran's Memorial; and

WHEREAS, it is hereby found and determined that the benefits to the City from the use of park land for this purpose will be a community asset.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented.

City means the City of Saint Peter, Minnesota.

County means Nicollet County, Minnesota.

Developer means Saint Peter Veteran's Memorial Committee a 501c3 entity in the State of Minnesota.

Development Property means the real property legally described as "Lot Minnesota Square Park Subdivision cd 19412 Subdivision name Amended Plat".

Project means the construction of a structure memorializing veterans, their service and proclaiming the value of Peace and Freedom for which, the plans and specifications of the Project are attached as Exhibit A of this Agreement.
Site Improvements means including but not limited to grading, excavation, footings and foundations, pavement, masonry, landscaping, demolition and construction undertaken upon the Development Property.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

1. The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

2. The City shall establish a designated Agency Fund named "Veterans Memorial Fund". Monies in that fund shall be solely used for maintenance, repair and the placement of names in or on the Memorial. In addition, the City Council will establish a fee for the placement of names in or on the Memorial. Those funds will be placed in the Veterans Memorial Fund.

3. The City of Saint Peter will accept ownership of the project upon its completion according to the specifications and plans attached as Exhibit A. The City will provide electricity for lighting, maintenance, repair, insurance and shall establish the process for placement of names in or on the Memorial.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

1. The Developer has the power to enter into this Agreement and to perform its obligations hereunder.

2. The Developer shall cause the Project to be installed and built in accordance with the terms of this Agreement and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

3. The Developer will use its best efforts to obtain, or cause to be obtained in a timely manner, all required permits, licenses and approvals, and has met, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

4. The Developer will cooperate with the City with respect to any project litigation commenced prior to the City accepting the project.

5. The Developer will cooperate with the City and its direction in resolution of any traffic, parking, trash removal, park use or public safety problems which may arise in connection with the construction and operation of the Project.

6. The construction of the Project will commence on or before May 1, 2017 and, barring unavoidable delays, the Project will be substantially completed by August
1. 2017 with the exception of the Statue as identified on the plan in Exhibit A as Peace and Freedom Statue which will be completed prior to August 1, 2018.

7. The selection of the Statue design will be done through a process that allows for input and approval of the City Council or its designees.

8. The Developer shall supply a list of rules that describe the criteria for name placement in or on the memorial. The list of rules, will be the basis for establishing the City process for the placement of names in or on the Memorial and is attached as Exhibit B.

9. The Developer shall place $5,000 into the Veterans Memorial Fund a minimum of 5 days prior to the start of construction.

10. The Developer understands that the land on which the Memorial will be built is owned wholly by the City of Saint Peter and will not be transferred to the Developer nor shall the Developer receive any ownership interest in the property during or as a part of the construction of the project.

11. The Developer will transfer ownership of the Project to the City upon written notice by the City. Notice may be provided for any reason and at any time.

ARTICLE III
UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Site Improvements and Legal and Administrative Expenses. The parties agree that the costs of the installation of the Site Improvements are essential to the successful completion of the Project. All cost shall be paid by the Developer. City shall have no costs associated with the development or construction of the project.

Section 3.2 Building Permit and Utility Access Fee Waiver. The Developer shall be required to obtain any required permits from the City as per the City Code. The City shall waive payment of charges and fees associated with securing the required City permits.

Section 3.3 Additional Conditions of Construction. The Developer or its contractor shall be required to maintain a Performance Bond in an amount of the estimated project cost and a Certificate of Insurance naming the City and its Agents as additional insured. The Certificate of Insurance shall provide for a minimum of $1,500,000 in liability insurance plus workers compensation. The Developer shall ensure that no Mechanic's Liens or liens of any other type are filed against the City property or the project. All volunteer labor or "in kind" labor shall be provided to the Developer and shall not be supervised by the City. Workers shall work for the Developer or its contractors and shall not be employees or volunteers of the City.
ARTICLE IV
EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events.

1. Failure of the Developer to timely pay any contractors or material providers.
2. Failure of the Developer to cause the installation of the Project to be completed pursuant to the terms, condition and limitation of this Agreement and its exhibits and timelines.
3. Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 4.2 Remedies of Default. Whenever any Event of a Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after giving thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure or cause to cure said Event of Default. If the Event of Default has not been cured or reasonable steps have not taken to cause the Event of Default to be cured within said thirty (30) days:

1. The City may suspend construction and revoke permits under this Agreement until it receives assurance from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.
2. The City may cancel and rescind the Agreement.
3. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 Default by City. If the City fails to perform any obligation, agreement or covenant of the City as described herein, or breaches any representation or warranty made by the City herein, the Developer, after giving thirty (30) days written notice to the City citing with specificity the item or items of default and notifying the City that it has thirty (30) days within which to cure or cause to cure such default, may take any action, including legal action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement.

Section 4.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or
shall be construed to be a waiver thereof, but any such right and power may be exercised from
time to time and as often as may be deemed expedient.

**Section 4.5 No Implied Waiver.** In the event that any agreement contained in this Agreement
should be breached by any party and thereafter waived by any other party, such waiver shall be
limited to the particular breach so waived and shall not be deemed to waive any other
concurrent, previous or subsequent breach hereunder.

**ARTICLE V**
**ADDITIONAL PROVISIONS**

**Section 5.1 Restrictions on Use.** The Developer agrees for itself, its successors and assigns
and every successor in interest to the Development Property, or any part thereof, that the
Developer and such successors and assigns shall not operate the Project in violation of any
permitted use as defined by the Saint Peter Zoning Ordinance.

**Section 5.2 Conflicts of Interest.** No member of the governing body or other official of the City
shall have any financial interest, direct or indirect, in this Agreement, the Development Property
or the Project, or any contract, agreement or other transaction contemplated to occur or be
undertaken hereunder or with respect thereto, nor shall any such member of the governing body
or other official participate in any decision relating to the Agreement which affects his or her
personal interests or the interests of any corporation, partnership or association in which he or
she is directly or indirectly interested. No member, official or employee of the City shall be
personally liable to the City in the event of any default or breach by the Developer or heir or on
any obligations under the terms of this Agreement.

**Section 5.3 Titles of Articles and Sections.** Any titles of the several parts, articles and
sections of the Agreement are inserted for convenience of reference only and shall be
disregarded in construing or interpreting any of its provisions.

**Section 5.4 Notices and Demands.** Except as otherwise expressly provided in this Agreement,
a notice, demand or other communication under this Agreement by any party to any other shall
be sufficiently given or delivered if it is dispatched by registered or certified mail, postage
prepaid, return receipt requested, or delivered personally and

1. In the case of the Developer it is addressed to or delivered personally to:

   Robert Lambert, President
   Saint Peter Area Veterans memorial Committee
   36233 Fort Road
   Saint Peter MN 56082

2. In the case of the City is addressed to or delivered personally to:

   City of Saint Peter
   ATTN: City Administrator
   227 South Front Street
   Saint Peter, MN 56082
Or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7 Laws Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed in its name, on or as of the date first above written.

CITY OF SAINT PETER

By

Charles Zieman
Mayor

By

Todd Prafke
City Administrator

STATE OF MINNESOTA)
COUNTY OF NICOLLET)

This instrument was acknowledged before me on this the 13th day of December, 2016 by Charles Zieman and Todd Prafke, known to me to be the Mayor and City Administrator of the City of Saint Peter, Nicollet County, Minnesota.

BARBARA A LUKER
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1/31/2020

SAINT PETER AREA VETERANS MEMORIAL COMMITTEE

By
Robert Lambert
Print Name: Robert Lambert
its: President

STATE OF MINNESOTA)
COUNTY OF NICOLLET)

This instrument was acknowledged before me on this the 16th day of January, 2017, by Robert Lambert, known to me to be the President of Saint Peter Area Veterans Memorial Committee.

BARBARA A LUKER
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1/31/2020

Notary Public
EXHIBIT A
PROJECT
EXHIBIT B
RULES FOR PLACEMENT OF NAMES ON VETERANS MEMORIAL

The rules for placement of names on the Saint Peter Area Veterans Memorial are listed on each application form. They include the following:

1. SERVICE WALL

Anyone, living or deceased, who has served in the United States Military and has received an honorable discharge, or who is currently serving, is eligible to have his or her name placed on the Service Wall. Veterans included on the Memorial Service Wall do not need to be from the Saint Peter area. The name, rank, Branch of Service, and either the conflict or years of service will be listed on the wall.

2. HONOR WALL

Anyone who died while serving their country during a time of war is eligible to have his or her name placed on the Honor Wall. The Wall will include a photograph of the service member (if available), their name and rank, the war they served, date of death, and family left behind. (Amount of information must fit within the designated space. See application form.) There is no charge for service members meeting the following:

- Killed in Action (KIA) Missing in Action (MIA) or Died of Non-Combat Injuries (DNC)
- Must have resided within approximately 10 miles of Saint Peter prior to entry into the service, or their family resided in Saint Peter area at the time of their death

Anyone wishing to place someone on the Honor Wall who does not meet the residency requirement may do so at a cost of $500 or whatever amount is set that meets the cost to the City.
SAINT PETER AREA VETERANS MEMORIAL
MINNESOTA SQUARE PARK SAINT PETER, MN
LANDSCAPE & PLANTING PLAN
L1.1
TO: Honorable Mayor Zieman
Members of the City Council

FROM: Todd Prafke
City Administrator

RE: Fire Relief Association Bylaws

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

The Fire Relief Association has proposed amendments to its' bylaws. As is your practice, if no concerns are found, the City Council has approved modifications to the document.

Attached please find a memo from the Association and a redlined copy of the proposed changes.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal
March 6, 2017

Todd Pratke, City Administrator
City of Saint Peter
227 South Front Street
Saint Peter, MN  56082

Re: Proposed Amendments to the SPFD Relief Association Bylaws

Dear Mr. Pratke,

Attached for your review and for City Council's review and approval are the proposed Bylaws of the Saint Peter Fire Department Relief Association.

These proposed amendments were read aloud to the Relief Association membership on February 6, 2017 and they were adopted by a unanimous vote of the members present at the regular meeting of the Relief Association on March 6, 2017.

The proposed Bylaws are based on the Model Bylaw Guide that was developed by the State Auditor.

The Relief Association is required to submit any Bylaw changes to the City Council for its approval. If you or the Council have any questions or comments on the Bylaws, or you desire members of the Relief Association to appear in person at a work session or Council Meeting, please let me know.

Respectfully Submitted,

Robert Jones
Robert E. Jones, Secretary
Saint Peter Fire Relief Association

Cc: Paula O'Connell
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BYLAWS OF THE SAINT PETER FIRE RELIEF ASSOCIATION

ARTICLE I – NAME

Section 1 – NAME. The name of this relief association is the Saint Peter Fire Relief Association (Association). It is a nonprofit organization incorporated under the laws of Minnesota.

Section 2 – TYPE. The Association is a defined-benefit lump-sum relief association subject to Minn. Stat. §§ 69.771 to 69.776; 424A.015; and 424A.02.1 All benefits provided by this Association derive from and are governed by Federal and State laws and these bylaws.

Section 3 – BOOKS AND RECORDS.2 The Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed.

Section 4 – PURPOSE. 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, and for their beneficiaries.3

Section 5 – FISCAL YEAR. The Association’s fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year.4

ARTICLE II – MEMBERSHIP

Section 1 – MEMBERSHIP. All members of the Saint Peter Fire Department are eligible for

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1 Minn. Stat. § 424A.002, subd. 2.
3 Minn. Stat. § 424A.001, subd. 4.
4 Minn. Stat. § 424A.001, subd. 11.
membership in the Association—Application for membership will be made in writing on a form supplied by the Secretary of the Association. Membership will be approved by the Board of Trustees. Membership starts on the date a firefighter is hired by the city.

Section 2 – DUES. Each member of the Association will pay dues of $4.00 dollars annually to the Association. Initial dues for new members are $15.00 dollars. The dues will be deposited in the General Fund. Additional contributions to the general fund may be required by all active members, upon approval by the relief association. Any member of the Association who fails to pay their dues to the Association within ninety (90) days of the time when such payment was due, may be suspended from membership and forfeit all rights and benefits there under by such nonpayment. Before the Association takes action to so suspend a member, notice of the meeting and a written statement of the particular charges shall be given to the member at least five (5) days, excluding the date of the meeting, in advance of the meeting. The member shall be given an opportunity to be heard at the meeting.

Section 3 – EXCLUSIONS. The Association may exclude from membership an applicant who, due to some medically determinable physical or mental impairment or condition, would constitute a predictable and unwarranted risk of imposing liability for an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension. A minor may not be a member of this Association.

Section 4 – TERMINATION. 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. Notice of the meeting and a written statement of the particular charges shall be given the member at least five (5) days, excluding the date of the meeting, in advance of the meeting. The member shall be given an opportunity to be heard at the meeting. 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.

Section 5 – ACTIVE SERVICE. Active service is the supervision or performance of fire suppression or

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1 Minn. Stat. § 424A.001, subd. 12.
2 Minn. Stat. § 424A.01.
prevention duties. Active service requires meeting minimum service requirements specified by the Fire Department. Annually, the Board of Trustees will obtain certification from the Fire Chief of each member’s active service.

Section 6 – DEFINITION OF YEAR OF ACTIVE SERVICE. A year of active service will be defined as 12 months of active service in the Fire Department. A “month” is a completed calendar month of active service measured from the member’s date of entry to the same date in the subsequent month. Service pensions and ancillary benefits will not be prorated for fractional years of service (i.e., a member only receives credit for each complete year of service). If a member’s period of active service is not continuous, parts of a year shall be added together to compute full years.

Section 7 – BREAK IN SERVICE. If a member is unable to perform the duties of a firefighter for any reason, including an approved leave of absence, the member will be considered to have a break in service and will not receive service credit in the Association for that period of time, except that the resumption service requirements of this Section do not apply to leaves of absence or breaks in service made available by Federal or State statute, such as the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Minn. Stat. § 424A.021, and the Family and Medical Leave Act (FMLA), 29 U.S.C. § 2601, et al. Active membership in the Association immediately resumes when a member returns to active service with the Fire Department, if the member’s break in service was less than 60 days. Any member suspended from St. Peter Fire Department duties, shall not be given service credit for the period of suspension.

Section 8 – RETURN TO SERVICE. Any firefighter who has ceased to perform or supervise fire suppression and fire prevention duties for at least 60 days, including former members who have received payment of a service pension or disability benefit, will be eligible to resume active membership in the Association should the firefighter resume active firefighting duties with the Fire Department.

If the firefighter has previously received payment of a service pension or disability benefit, the firefighter may be eligible for a second pension or benefit for the resumption period of service if the firefighter meets

\[\text{\footnotesize Minn. Stat. § 424A.02, subd. 1(a)}\]
\[\text{\footnotesize Minn. Stat. § 424A.01, subd. 6.}\]
\[\text{\footnotesize Minn. Stat. § 424A.01, subd. 6.}\]
the vesting requirements defined in these bylaws based on the resumption years of service. No firefighter may be paid a service pension twice for the same period of service.

If the firefighter has not received payment of a service pension or disability benefit, the firefighter must complete at least one (1) year of active service, up to a maximum of 5 years of active service, for each year of break in service with the Fire Department upon a resumption of active service. If the firefighter completes the minimum period of resumption service specified in this Section prior to a subsequent cessation of firefighting duties, the firefighter will receive a service pension (if vested) for all years of active service calculated at the benefit level in effect on the date of the firefighter’s final cessation of duties. If the firefighter does not complete the minimum period of resumption service specified in this Section prior to a subsequent cessation of duties, the firefighter will receive a service pension (if vested) for all years of active service calculated at the benefit level in effect at the time of the firefighter’s original cessation of duties.

A firefighter who has been granted an approved leave of absence not exceeding one year by the Fire Department or by the Association is exempt from the minimum period of resumption service requirement under this Article.

A person who has a break in service not exceeding one year but who has not been granted an approved leave of absence and who has not received a service pension or disability benefit from the Association is subject to the minimum period of resumption service requirement under this Article.

Any suspended member can only be reinstated upon their application therefore in writing, presented at a regular or special meeting of the Association accompanied by a sum of money equal to what would have been required to pay to the Association during the period of suspension had the suspended member not been suspended, plus a reinstatement fee of $10.00. If the application for reinstatement is rejected, the money accompanying the same shall be returned to the applicant.

Section 9 – UNIFORMED SERVICES.¹⁰ A volunteer firefighter who is absent from firefighting service because of service in the uniformed services may obtain service credit for the period of the uniformed

¹⁰Minn. Stat. § 424A.021. In some instances service other than service with the Armed Forces may qualify. See 38 U.S.C. § 4303(13) ("service in the uniformed services").
service, not to exceed five years, unless a longer period is required by Federal law, if the volunteer firefighter returns within the time frame required by Federal law to firefighting service with coverage by this same Association or its successor upon discharge from service in the uniformed service.

Service credit will not be given if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

**ARTICLE III - OFFICERS AND TRUSTEES**

Section 1 – THE POWERS OF THE BOARD OF TRUSTEES. The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association’s plan assets in conformance with Federal and State law including, but not limited to, Minnesota statutes and these bylaws. The members of the Board will act as Trustees, with a fiduciary obligation to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan.11

The Board will invest and reinvest the Association’s plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products.12

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

The Board will develop and periodically revise a program for continuing education,13 The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities.

Section 2 – MEMBERS OF THE BOARD OF TRUSTEES. The Board consists of nine members (Trustees): six Trustees elected by the membership and three Trustees drawn from officials of the city

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11 Minn. Stat. § 356A.04, subd. 1.
12 Minn. Stat. § 356A.02, subd. 2.
13 Minn. Stat. § 356A.13, subd. 2.

Comment [R33]: We should call a "Special Meeting" sometime during a make-up drill and have someone talk to the membership about the Association and what it is responsible for – you and I can facilitate this.

Trustees need to attend training.
served by the Fire Department. Of the three municipal Trustees, one must be an elected official and one must be an elected or appointed municipal official, and both must be designated annually by the municipal governing board. The third municipal Trustee must be the fire chief.

A vacancy in the position of a non-municipal Trustee may be filled by the remaining Trustees at a Board meeting. The Trustee selected to fill the vacancy holds office only until the next annual or special meeting of the Association membership when a successor will be elected by the membership.

Section 3 – OFFICERS. The President, Vice President, Secretary, and Treasurer will be elected from among the elected Trustees by the Association membership for 3 year terms. The elections of the Trustees will be staggered. In no event will any Trustee hold more than one Officer Position at any one time. In no event will any municipal Trustee hold an Officer position.

Section 4 – PRESIDENT. The President will attend and preside at all meetings of the Association and the Board. The President will actively manage the business of the Association. The President will enforce the due observance of the law, including Minnesota statutes, the articles of incorporation, and the bylaws of the Association. The President will ensure that the Officers properly perform the duties assigned to them and that the orders and resolutions of the Board are carried into effect. The President will sign all checks issued by the Treasurer and all other papers requiring the President’s signature. The President will be a member of all committees and will exercise careful supervision over the affairs of the Association. The President will perform other duties as prescribed by the Board.

Section 5 – VICE PRESIDENT. The Vice President shall assist the President. It shall be the duty of the Vice President to perform the duties of the President in absence of the President. In the absence of both the President and the Vice President, it shall be the duty of the Association to elect a President Pro Tem, who shall perform the duties incident to the office.

Section 6 – SECRETARY. The Secretary will keep and post a true and accurate record of the proceedings of all meetings of the Association and of the Board. The Secretary will keep a correct record of all amendments, alterations, and additions to the bylaws in a book separate from the minute books of the Association. The Secretary will prepare all paperwork and obtain signatures required for benefits due.

14 Minn. Stat. § 424A.04, subd. 1.
The Secretary will keep an account book in which to enter all money transactions of the Association, including the dates and amounts of all receipts and the source from which derived and the dates and the amounts of all expenditures with the payee and the object. The Secretary will keep individual files and a roll of membership, with the date of joining, resignation, discharge, retirement, dues, and service pensions and ancillary benefits paid. The books of the Secretary will be at all times open to the Board. The Secretary will prepare and process all correspondence as needed. The Secretary will, jointly with the Treasurer, prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor (OSA). The Secretary will perform other duties as prescribed by the Board. The Secretary will, prior to entering upon the duties of the Secretary’s office, give a bond in an amount equal to at least ten percent of the assets of the Association; however, the amount of the bond need not exceed $500,000 paid for from the Special Fund of the Association.

Section 7 – TREASURER. The Treasurer will, together with the Secretary, keep accurate financial records of the Association. The Treasurer will receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designated by the Board. The Treasurer will disburse funds and issue checks and drafts in the name of the Association as ordered by the Board and all disbursed funds will be signed and approved by a second officer of the Association separate from the Treasurer. The Treasurer will keep separate and distinct accounts of the Special Fund and the General Fund, if applicable, and will prepare and present to the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon requests of the Board.

The Treasurer will deliver to the Treasurer’s successor in office, or to any committee appointed by the Board to receive the same, all monies, books, papers, etc., pertaining to the Treasurer’s term in office immediately upon the expiration of the Treasurer’s term in office. The Treasurer will, prior to entering upon the duties of the Treasurer’s office, give a bond in an amount equal to at least ten percent of the assets of the Association; however, the amount of the bond need not exceed $500,000. The Treasurer will keep separate and distinct accounts of the Special Fund and the General Fund, if applicable, and will prepare and present to the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon requests of the Board.

The Treasurer will perform other duties as prescribed by the Board.

Comment [R34]: Is this the Secretary or Treasurer’s responsibility?
This came from the State Auditor Model Bylaws

Comment [R35]: Above comment should add this statement at least.

Comment [R36]: What is this?
The Secretary and Treasurer Bonds are provided by the City of St. Peter with their coverage from LMC

Comment [R37]: Nowhere does it state we require two signatures for funds disbursement, so I think we should add this.

Article IX
Section 5 – DISBURSEMENT OF FUNDS. No disbursement of funds of this Association shall be made except by checks drawn by the Treasurer and countersigned by the President, Vice President or Secretary, except when issued for salaries, pensions and other fixed charges, the exact amount of which has previously been determined and authorized by the Board of Trustees or the members. No check shall be issued until the claim to which it relates has been approved by the Board of Trustees.

Comment [R38]: Same thing ref: Bond...
The Secretary and Treasurer Bonds are provided by the City of St. Peter with their coverage from LMC

15 Minn. Stat. § 69.051, subd. 2.
Section 8 – COMPENSATION. Trustees of the Association identified in Attachment B may be paid a salary out of the Special Fund. The amount paid in salary is limited to the amount listed in Attachment B. Only after the amounts listed in Attachment B have been approved by the City of Saint Peter may salaries be paid to non-Officer Trustees. For all Trustees, itemized expenses eligible for reimbursement are limited to those expenses incurred as a result of fulfilling responsibilities as administrators of the Special Fund.

ARTICLE IV – MEETINGS OF THE MEMBERS AND OF THE BOARD

Section 1 – ANNUAL MEETING.16 An annual meeting of the membership of the Association will be held in February of each year, at a time and place specified by the Board.

Section 2 – SPECIAL MEETINGS.17 A special meeting of the Association’s members may be called at any time upon the written order of the President, Secretary, and one additional Trustee, or of 20 percent of the members of the Association. The Order will be filed with the Secretary.

Section 3 – BOARD MEETINGS.18 A Trustee may call a Board meeting by giving five days’ notice to all Trustees of the date, time, and place of the meeting.19 The Board will meet at least 4 times during the year to discuss the investments, finances, benefits, and records of the Association. These meetings will be open to any member of the Association and to the public.

Section 4 – NOTICE OF ANNUAL MEETING.20 Notice of each annual meeting of the Association’s members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

16 Minn. Stat. § 317A.431. Your relief association may hold additional regular meetings during the year. Minn. Stat. § 317A.111, subd. 3(21).
19 See Minn. Stat. § 317A.231.
20 Minn. Stat. § 13D.04; see also Minn. Stat. § 317A.435.
Section 5 – NOTICE OF SPECIAL MEETINGS. Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting. The Secretary will give due notice of each special meeting, specifying the object of said meeting, and no business will be transacted at any special meeting except the business for which the meeting was called.

Section 6 – NOTICE OF BOARD MEETINGS. Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings. A schedule of the Board's regular meetings will be kept on file at the Board's primary office. For special meetings (including any regular meeting held at a time or place different from the time or place stated in the schedule of regular meetings), the Board will post written notice of the date, time, place, and purpose of the meeting on the Board's principal bulletin board, or if the Board has no such bulletin board, on the door of its usual meeting room. The notice will also be mailed or delivered to each person who has filed a written request for notice with the Board. The notice will be posted and mailed or delivered at least three days before the date of the meeting.

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

Section 7 – QUORUM FOR ANNUAL AND SPECIAL MEETINGS. A minimum of 40 percent of the members of the Association will constitute a quorum for the transaction of business at the annual or any special meeting of the Association.

21 See Minn. Stat. §§ 317A.433; 317A.435 (additional requirements regarding notice).
22 Minn. Stat. ch. 13D.
23 Minn. Stat. § 13D.04, subd. 1.
24 Minn. Stat. § 13D.04, subd. 2.
25 Minn. Stat. § 13D.04, subd. 4.
Section 8 – QUORUM FOR BOARD MEETINGS. 28
A majority of the Trustees will constitute a quorum for the transaction of business at the meetings of the Board.

Section 9 – VOTING AT ANNUAL AND SPECIAL MEETINGS. 29 Members of the Association are entitled to one vote. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 10 – VOTING AT BOARD MEETINGS. 30 The Board has a responsibility to vote on the investment and reinvestment of Association assets, the determination of benefits, the determination of eligibility for membership or benefits, the determination of the amount or duration of benefits, the determination of funding requirements or the amounts of contributions, the maintenance of membership and financial records, the expenditure of Association assets, the selection of financial institutions and investment products, and on any other matter related to the business or affairs of the Association. Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 11 – ORDER OF BUSINESS. The annual meeting of the members of the Association will be conducted in the following order:
1. Call to order
2. Roll call
3. Reading and approval of minutes of previous meeting
4. Secretary’s report
5. Treasurer’s report
6. Committee reports
7. Unfinished business
8. Election of officers and trustees

29 Minn. Stat. §§ 317A.181, subd. 2; 317A.441; 317A.443.
30 Minn. Stat. §§ 317A.201; 356A.02, subd. 2.
8. New business
9. Adjournment

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

ARTICLE V - APPLICATION FOR PENSIONS AND BENEFITS

Section 1 – NOTICE OF INTENT TO TAKE DISTRIBUTION. Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing, and will be filed with the Secretary not less than 90 days prior to the intended date of distribution. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

Section 2 – PROCESS. Each person who intends to take distribution of a service pension, including a deferred service pension, or an ancillary benefit from the Association must file an Application for Distribution. The Secretary will provide to the applicant the Application for Distribution and any forms or notices required by Federal or State law. All Applications for Distribution will be submitted to the Board for approval at a Board meeting. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

It shall 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 thirty day (30) days, noting thereon, with particularity, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished the opportunity to be heard by the full board, within the next thirty (30) days, on the question of whether the applicant meets all of the eligibility requirements.
ARTICLE VI - SERVICE PENSIONS

Section 1 - LUMP-SUM SERVICE PENSIONS. Upon the member's meeting the requirements in Section 2 of this Article and following the submission and approval of an Application for Distribution, the Association will pay the member out of the Special Fund the benefit level for each year that the member served as an active member of the Fire Department. The benefit level amounts can be found in Attachment A. A reduced service pension may be paid according to the partial vesting schedule contained in this Article.

Section 2 - ELIGIBILITY. To receive a service pension, a member must meet all of the following requirements:

1. Have separated from active service with the Fire Department;
2. Be at least 50 years of age;
3. Be partially vested by having completed at least five (5) years of active service with the Fire Department, or be fully vested by having completed at least 20 years of active service with the Fire Department; and
4. Be partially vested by having completed at least five (5) years of active membership with the Association, or be fully vested by having completed at least five (5) years of active membership with the Association.

Section 3 - DEFERRED STATUS. A member who has otherwise met the eligibility requirements defined in Section 2 of this Article but who has not yet reached the age of eligibility specified in Section 2 may not collect a service pension at the time of separation from active service. The member will be placed on deferred status and be entitled to receive the service pension upon reaching the age of eligibility specified in Section 2 and following submission and approval of an Application for Distribution. The deferred service pension is governed by and must be calculated based on the State law, the Association bylaw provisions, and the Association articles of incorporation that are in effect on the date that the deferred member separates from active service with the Fire Department and active membership in the Association.

31 Minn. Stat. § 424A.02, subd. 1.
32 Minn. Stat. § 424A.02, subd. 7(f).
Section 4 – PARTIAL VESTING SCHEDULE:33

Completed Years of Service: Non-forfeitable percentage of pension amount:
5 40%
6 44%
7 48%
8 52%
9 56%
10 60%
11 64%
12 68%
13 72%
14 76%
15 80%
16 84%
17 88%
18 92%
19 96%
20 and thereafter 100%

Section 5 – PAYMENT OPTIONS. The retiring member may elect, by making a written request, the manner of payment of the service pension. Options include:

(a) A single lump-sum payment payable to the retiring member (subject to current income tax withholding requirements).
(b) An annuity contract purchased with a lump-sum payment on behalf of a retiring member from an insurance carrier licensed to do business in the State of Minnesota.34
(c) A direct transfer on an institution-by-institution basis of the retiring member’s lump-sum

33 Minn. Stat. § 424A.02, subd. 2.
34 Minn. Stat. § 424A.015, subd. 3.
payment to the member's individual retirement account (IRA).  
(d) A direct transfer on an institution-by-institution basis of the retiring member's lump-sum payment to the member's individual Minnesota deferred compensation plan.

Section 6 – SUPPLEMENTAL BENEFIT. A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit to be paid is ten percent of the regular lump-sum distribution, excluding any interest that may have been earned during the period of deferral, but not to exceed $1,000.

ARTICLE VII – DEFERRED INTEREST

Section 1 – DEFERRED INTEREST TYPE. Interest will be paid on partially-vested and fully-vested deferred lump-sum service pensions during the period of deferral. The amount payable to a deferred member will be transferred to a separate investment vehicle held by the relief association and maintained separately from the assets of the Association. Interest will be paid at the investment performance rate actually earned on the separate investment vehicle. The accrued liability for the deferred service pension is equal to the fair market value of the separate investment vehicle held by the relief association. Prior to the transfer to the separate investment vehicle, the Board will consult and confer with the deferred member on available investment options. The deferred member bears the full investment risk subsequent to transfer.

Section 2 – DEFERRED INTEREST PAYMENT METHOD. Interest on a deferred service pension is creditable beginning on the date the member separates from active Fire Department service and active Association membership, and ending on the date of the last valuation of the separate investment vehicle before the deferred member commences receipt of the deferred service pension.

ARTICLE VIII - ANCILLARY BENEFITS

35 Minn. Stat. § 424A.015, subd. 4 (Your relief association must be "a qualified pension plan under Section 401(a) of the Internal Revenue Code, as amended "); IRC § 408(a).
36 Minn. Stat. § 424A.015, subd. 5.
Section 1 – **SURVIVOR BENEFIT.** Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member’s surviving spouse; if there is no surviving spouse, to the member’s surviving children; if there is no surviving spouse and there are no surviving children, to the member’s designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

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

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

For active members, a survivor benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, but in no case less than five times the benefit level in effect on the date of the death, will be paid if, upon death, the member had not yet separated from active service. The benefit level can be found in Attachment A.

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

Section 2 – **SUPPLEMENTAL SURVIVOR BENEFIT.** A supplemental survivor benefit will be paid out of the Special Fund when a lump-sum survivor benefit is paid to the surviving spouse or, if none, to the surviving child or children of a deceased active or deferred member. The amount of the supplemental survivor benefit to be paid is 20 percent of the survivor benefit, but not to exceed $2,000.

Section 3 – **NO ADDITIONAL FINANCIAL RELIEF.** Except for the relief expressly identified for

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survivors in these bylaws, a member or former member’s surviving spouse, child or children, designated beneficiary, and/or estate are not entitled to any other or further relief or benefits from the Association.

Section 4 – DISABILITY BENEFIT. 39 Permanent disability benefits may be paid to permanently disabled members of the Association out of the Special Fund following the submission and approval of an Application for Distribution. For active members, a permanent disability benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, will be paid if, upon the date of permanent disability, the member has not yet separated from active service. The benefit level can be found in Attachment A. The years of service must be determined as of the date of disability. The member is eligible to receive the disability benefit immediately upon approval by the Board.

Section 5 – DISABILITY BENEFIT QUALIFICATION.

i. Any such disability benefit paid in accordance within this section shall be in lieu of all rights to further service pension and survivor’s benefit.

ii. Disability is defined as the inability to engage in performance of his/her duties by reason of a medically determinable physical or psychological impairment arising out of an act of duty which can be expected to last for a continuous period of not less than twelve months or can be expected to result in death, that was incurred in the line of duty.

iii. Reports required. No member shall be paid disability benefits except upon the written report of a physician or chiropractor of the member’s choice. This report shall set forth the diagnosis and prognosis of the disability, disease or injury of the member. Each such report shall be filed with the association.

iv. Procedure. All applications for disability benefits shall be made within six months after such applicant has ceased to be an active member of the fire department. Written application shall be made to the Board setting out the nature and cause of such disability. This application shall be under oath by the member or his/her immediate family. The application shall be tabled until the next meeting so that the applicant may be examined by a physician or chiropractor of the member’s choice. The physician or chiropractor shall submit a written opinion concerning the diagnosis and prognosis of the applicant’s disability and its probable duration of permanence. The Board of Trustees has the discretion to request that another doctor, selected by the board, examine the applicant. Final determination of disability will be

39 Minn. Stat. §§ 424A.02, subd. 9; 424A.05, subd. 3.
based on the reports of at least one doctor and by a 2/3 majority vote of a quorum of the Board of Trustees present at the subsequent association meeting.

v. An applicant shall not be considered under a disability unless the applicant furnishes adequate proof of the existence thereof. An applicant's statement as to pain or other symptoms will not alone be conclusive evidence of disability as defined in this section.

vi. Grievance Procedure. If the applicant for disability benefits feel that h/she has been aggrieved by any action of the Board, the applicant shall, within sixty (60) days from notice of such action of the Board, file written objections and the reasons thereof with the Board and shall be allowed to appeal the determination pursuant to the review procedure in these bylaws.

Section 6 – PAYMENT OPTIONS. The recipient of an ancillary benefit may elect, by making a written request, the manner of payment of the ancillary benefit. Options include:

(a) A single lump-sum payment payable to the intended recipient (subject to current income tax withholding requirements).

(b) A direct transfer on an institution-by-institution basis of the lump-sum survivor benefit to the active member’s surviving spouse’s individual retirement account (IRA). 40 (This option is available to certain recipients of a survivor benefit.)

Section 7 – DISABILITY BENEFIT TO DEFERRED MEMBERS. Payment of a permanent disability benefit to a deferred member is not authorized by this Association.

Section 8 – TEMPORARY DISABILITY BENEFIT. Temporary disability benefits are not provided by this Association.

ARTICLE IX - FUNDS

Section 1 – FUNDS.41 The Association will establish and maintain a Special Fund and a General Fund.42

Section 2 – SPECIAL FUND.43 All public funds, such as state fire aid, municipal contributions, and
supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by Minn. Stat. §§ 69.80 and 424A.05.

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

Section 3 – GENERAL FUND. Money received from any nonpublic source, such as fundraising activities and donations, will be deposited into the General Fund. Funds may be disbursed by the Board for any purpose authorized by the articles of incorporation or by these bylaws. Such purposes include any purpose reasonably suited to promote the welfare of the Association and its members. All Association expenses not specifically authorized by State statute to be paid out of the Special Fund must be paid out of the General Fund.

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

Section 4 – NONASSIGNABILITY OF BENEFITS. Benefits paid or payable from the Special Fund are not subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58; 518.581; or 518A.53. Benefits paid or payable may not be assigned for any purpose.

Section 5 – DISBURSEMENT OF FUNDS. No disbursement of funds of this Association shall be made except by checks drawn by the Treasurer and countersigned by the President, Vice President or Secretary, except when issued for salaries, pensions and other fixed charges, the exact amount of which has previously been determined and authorized by the Board of Trustees or the members. No check shall be issued until the claim to which it relates has been approved by the Board of Trustees.

41 Minn. Stat. §§ 69.80; 424A.05.
44 Minn. Stat. § 424A.06.
45 Minn. Stat. § 424A.015, subd. 2.
ARTICLE X - INVESTMENTS

Section 1 – STANDARD OF FIDUCIARY CONDUCT.46 Trustees owe a fiduciary duty to the active, deferred, and retired members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

Section 2 – INVESTMENT POLICY. The Board will approve an investment policy, and will investigate and prepare for the safe and profitable investment of Association funds in conformance with State statutes and the Association’s investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by Minn. Stat. §§ 69.775; 356A.06, subd. 6; and 356A.06, subd. 7 (if the Association qualifies to use the expanded list).47 The Board will have on file a copy of the investment policy of the Association. The Board will file a copy of the Association’s investment policy, and all changes to the policy, with the Office of the State Auditor.48

Section 3 – BROKER CERTIFICATION.49 The Association will provide annually to its broker a written statement of investment restrictions from the applicable State laws and from the Association’s investment policy. Annually, before the Association enters into or continues business with the broker, the broker must submit to the Association a signed Broker Certification, using the form prepared by the Office of the State Auditor.

ARTICLE XI – UNCLAIMED BENEFITS

46 Minn. Stat. § 356A.04
47 Minn. Stat. § 424A.05, subd. 4.
48 Minn. Stat. § 356.219, subd. 3(a).
49 Minn. Stat. § 356A.06, subd. 8b.
Section 1 – **UNCLAIMED BENEFITS.** In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these bylaws or by State law, the benefit distributable to such member or survivor of such member will be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture will occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

**ARTICLE XII – AMENDMENTS**

Section 1 – **AMENDMENTS.** These bylaws may be amended when necessary by a 2/3 majority of the members of the Board. Proposed amendments will be submitted to the Secretary to be posted with regular Board announcements.

Amendments to these bylaws which affect the amount of, the manner of payment of, or the conditions for qualification for service pensions, deferred service pensions, or ancillary benefits are not effective until they have been ratified by the City Council.

The Association will file a revised copy of these bylaws with the Office of the State Auditor upon the adoption of any amendments.

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50 If an Association's bylaws do not address the disposition of unclaimed benefits, unclaimed benefits must be handled as set forth in Minn. Stat. § 356.65.
51 Minn. Stat. § 317A.181.
52 In certain circumstances, bylaw amendments which affect service pensions, deferred service pensions, or ancillary benefits do not require City ratification to become effective. See Minn. Stat. § 424A.02, subd. 10.
53 Minn. Stat. § 424A.02, subd. 10.
# BYLAWS

These bylaws are hereby adopted and approved by the members of the Saint Peter Fire Relief Association on this ____ day of ______________, 20____.

<table>
<thead>
<tr>
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<th>Date</th>
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<tr>
<td>President</td>
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<td>Vice President</td>
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<tr>
<td>Secretary</td>
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<tr>
<td>Treasurer</td>
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</table>
AMENDMENTS

These amendments to the bylaws are hereby adopted and approved by the members of the Saint Peter Fire Relief Association on this ___ day of ____________, 20____.

__________________________________ date: __________
President

__________________________________ date: __________
Vice President

__________________________________ date: __________
Secretary

__________________________________ date: __________
Treasurer
## ATTACHMENT A – BENEFIT LEVEL

<table>
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Comment (RJ14): We should start preparing for this and $100 increases every 2 years until we reach a comfortable level for the membership... ($4,000 comfortable in 2030???)

There is a process that we must follow to increase our Pension Benefit. Please do not add this to the bylaw changes until we have meet with Todd, Paula and the Council in work session.
## ATTACHMENT B – COMPENSATION

<table>
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<th>TRUSTEE</th>
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<tr>
<td>President (Officer)</td>
<td>$150 per year</td>
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<td>Vice President (Officer)</td>
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<tr>
<td>Secretary (Officer)</td>
<td>$225-350 per year</td>
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<tr>
<td>Treasurer (Officer)</td>
<td>$300-450 per year</td>
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*Last Voted on and Approved by the Membership on 2/6/2017*
**ATTACHMENT C - DEFERRED INTEREST RATE**

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Comment [RJ15]: Do we even need this Attachment or should we update it?

We can delete it.
TO: Honorable Mayor Zieman  
Members of the City Council

FROM: Todd Prafke  
City Administrator

RE: Fire Department Policy Update

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

The Fire Department has proposed changes to its' policies. As required, the City Council must approve any modifications to the document.

Attached please find a memo from Fire Chief Ulman and a redlined copy of the proposed changes.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal
TO: Todd Prafke  
City Administrator  

FROM: Matt Ulman  
Fire Chief  

RE: St. Peter Fire Department Policy Update  

The St. Peter Fire Department is guided by the policies and regulations approved by the Department membership and adopted by the City Council. The policies are reviewed and updated on a regular basis to ensure that they still meet current regulations and standards.

The Department has again renewed the policies and has recommended modifications as contained in the enclosed draft. The recommended changes related to:

- Date changes on officer terms  
- Move duties of officers to ROG  
- Adopt city alcohol policy  
- Definition of Fire Department Duty

The members of the Fire Department respectfully request City Council consideration of the updated policy manual.

Should you have any questions about the proposed changes please feel free to contact me.
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T:\COUNCIL PACKET STUFF\stuff we are waiting until a future meeting for\2017 final copy policy and procedures 2013 By-law Draft 02-10-2014 .docx
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INTRODUCTION

The policies herein contained are not designed to limit any member in the exercise of sound judgment in taking necessary action in extraordinary situations that a reasonable person would take. Situations may arise from time to time which cannot be foreseen and for which no rule or regulation can be provided. It is expected that all members will act at such times with promptness and discretion. It is essential for the efficient conduct of the Fire Department that it be organized on a prearranged, systematic basis as in other organizations, whether public or private. Members should always bear in mind that they are serving the City of Saint Peter and that their conduct and behavior is subject to criticism by the general public to a greater extent than almost any other line of work. For this reason the unwritten social rules of good conduct and behavior should be practiced at all times by all members of the Department. In any emergency the order of rank in command of the Department shall prevail. Officers shall be based on departmental rank. Any Constitutions and all Policies existing prior to this date are expressly repealed. Members of the Fire Department are considered City of Saint Peter employees during the performance of their duties.

SAINT PETER VOLUNTEER FIRE DEPARTMENT

POLICIES

ARTICLE I
ORGANIZATIONAL OBJECTIVES

1. This Fire Department shall be known as the SAINT PETER VOLUNTEER FIRE DEPARTMENT and its mission shall be: Fire prevention and fire prevention education; Firefighting and suppression; Preservation and protection of life and property against injury and damage from fire and other sources in the City of Saint Peter and its fire jurisdiction.

ARTICLE II
POLICIES

Section
1. These Policies authorize the members to establish Recommended Operating Guidelines (ROG) that shall be followed by all members of the Department.
2. In the event of a conflict between the Policies and the ROG, the Policies shall be the prevailing document.
3. Violation of the ROG shall be grounds for disciplinary action as prescribed under the Policies.

ARTICLE III
DEFINITIONS

1. As used in all sections;
   A. "BOFO" means: Board of Fire Officers
   B. "PERMANENT RESIDENCE" means: the location of the primary residence of a member as determined by the Fire Chief. In the event of a temporary displacement of a member from his/her residence, due to unforeseen circumstances, the Fire Chief may consider a temporary waiver of the residency requirement.
   C. "GOOD STANDING" means: a member that is not currently on suspension or on leave of absence.
   D. "ELIGIBLE" means: A non-probationary member in good standing.
   E. "ANNUAL" means: the period of time from 12:01 a.m., January 1, of any given year, until midnight, December 31 of the same year.
   F. "PROBATIONARY" means: a member that has less than one full year of employment with the Department.
   G. "ROG" means: Recommended Operating Guidelines

H. "Fire Department function" means: Any function related solely to the Fired Department. This does not include activities of the Saint Peter Fire Department Relief Association.

ARTICLE IV
ORGANIZATION
1. The number of active members shall not exceed forty (40) and not less than twenty-one (21).

2. The Department shall be structured in two companies known as Company 1 and Company 2. Each company shall have an approximately equal number of members. The Fire Chief shall decide Company assignments of members. Each Company shall be commanded by a Captain and shall have a Lieutenant as second in command of the company.

3. The Department Chain of Command shall be:

   FIRE CHIEF -----> SAFETY OFFICER
   |                |
   | ASSISTANT FIRE CHIEF |
   | COMPANY 1 CAPTAIN  | SAFETY OFFICER  | COMPANY 2 CAPTAIN |
   | COMPANY 1 LIEUTENANT |
   | COMPANY 2 LIEUTENANT |
   | MEMBERS OF COMPANY 1 |
   | MEMBERS OF COMPANY 2 |

   ARTICLE V

   ELECTION, SELECTION AND APPOINTMENT OF OFFICERS AND OFFICES

1. The Officers shall consist of a Fire Chief, an Assistant Chief, two Captains, two Lieutenants, and a Safety Officer

2. The Offices of President, Vice-President, Secretary, and Standing Committee shall be elected by popular vote of the eligible members present.

2A. The Fire Chief, Captains, Lieutenants, and Safety Officer shall be selected from within the eligible membership of the Saint Peter Fire Department.

2B. All selection processes shall begin in September as directed by the City Administrator.

2C. All members interested in the selected positions must submit a City of Saint Peter application to the City Administrator's Office subject to the specific conditions advertised.

3. The Fire Chief shall appoint an Assistant Fire Chief to serve at the Fire Chief's pleasure and may appoint committees or members to such duties as are necessary for the good of the
4. Eligible members interested in President, Vice President, Secretary or Standing Committee must submit a Letter of Interest to the Fire Chief on or before midnight October 30th. No one may submit a Letter of Interest for more than one position.

The reading of Letters of Interest for President, Vice-President, Secretary, and one (1) Standing Committee member shall be conducted, in that order, in November. Elections for these positions shall be at the regular monthly meeting in December and all shall take office on January 1. Should a vacancy occur among the elected offices, said vacancy shall be filled by ballot with 2/3 majority of all eligible members, present at the next regular meeting.

Elections shall be held in accordance with the Order of Business as outlined in ARTICLE XIV. There will be no write in ballots. The Standing Committee shall prepare ballots prior to all elections, contested or not, and shall be responsible for counting ballots.

5. The persons selected as Fire Chief and Safety Officer shall serve a three (3) year term beginning on January 1, 2017. Should the Fire Chief resign or be removed from office, the Assistant Fire Chief shall immediately temporarily assume the duties of the Fire Chief to serve until a SELECTION process can be initiated.

Should the Safety Officer resign or be removed from office, the Fire Chief shall immediately appoint a temporary Safety Officer from within the Fire Department to serve until a SELECTION process can be initiated.

No temporary appointment of the Fire Chief or Safety Officer may last longer than 90 days. The successful applicant shall complete the remainder of the original term of the Chief or Safety Officer they replaced.

The persons selected as Company 1 Captain and Company 2 Lieutenant shall serve a two (2) or three (3) term beginning on January 1, 2018 and all subsequent terms shall be three (3) years.

Should the Company 1 Captain or Company 2 Lieutenant resign
or be removed from office, the Fire Chief shall immediately appoint a temporary replacement from within the Fire Department to serve until a SELECTION process can be initiated. No temporary appointment may last longer than 90 days. The successful applicant shall complete the remainder of the original term of the Captain or Lieutenant they replaced. The SELECTION of the Company 1 Captain and Company 2 Lieutenant for January 1, 2019 shall thereafter be modified to a permanent three (3) year period.

The persons selected Company 2 Captain and Company 1 Lieutenant shall serve a one (1) year term beginning on January 1, 2019 and all subsequent terms shall be three years.

Should the Company 2 Captain or Company 1 Lieutenant resign or be removed from office, the Fire Chief shall immediately appoint a temporary replacement from within the Fire Department to serve until a SELECTION process can be initiated. No temporary appointment may last longer than 90 days. The successful applicant shall complete the remainder of the original term of the previous Captain or Lieutenant. The SELECTION of the Company 2 Captain and Company 1 Lieutenant for January 1, 2019 shall thereafter be modified to a permanent three (3) year period.

The City of Saint Peter application shall be based on the City of Saint Peter 100-point system with additional points awarded as dictated by state statute. The points shall be based on training, experience, licenses, certifications, and supervisory experience. The points earned will be established by the City Administrator’s Office and shall account for 40% of the applicant’s score.

An interview process shall be worth 60% of the score of the applicant. The interview board for Fire Chief shall consist of the City Administrator, two (2) members of the Standing Committee.

Persons serving on the Interview Board related by blood or marriage, or encumbered by conflicts of interest with the applicant may not participate in the interview process.

The interview board for the remaining officers shall
consist of the SPF Fire Chief, two (2) members appointed by the Fire Chief drawn from a pool consisting of BOFO, Standing Committee and the offices of the St. Peter Fire Department. Persons serving on the Interview Board related by blood or marriage, or encumbered by conflicts of interest with the applicant may not participate in the interview process.

6. Upon SELECTION, each officer shall serve a six (6) month probationary period. During this probationary period, the Fire Chief shall meet with the City Administrator a minimum of once every ninety (90) days and a record shall be prepared outlining areas of strength and areas for improvement which shall be placed in the Fire Chief's employee record. All other probationary officers shall meet with the Fire Chief a minimum of once every 90 days. The Fire Chief will prepare a record of the meeting outlining areas of strength and areas needing improvement which shall be placed in the employee record. The City Administrator may remove the Fire Chief for just cause during the probationary period. The Fire Chief may remove any officer for just cause during the probationary period. Any officer selected for an additional term of the same position shall not serve a probationary period.

7. The Standing Committee shall consist of three members, chosen by ballot to hold their office for three years, one (1) member of this committee to be chosen every year at the annual meeting.

ARTICLE VI
DUTIES OF OFFICERS AND OFFICES

1. DUTIES OF THE FIRE CHIEF: All DUTIES OF OFFICERS have been moved to the Recommended Operating Guidelines.
   A. Supervision received. Works under the general guidance and direction of the City Administrator.
   B. Supervision Exercised: Directly supervises the positions of Assistant Chief, Safety Officer, and Fire Engineer. Acts as the highest ranking officer of the Department.
   C. Tactical Duties and Responsibilities:
      i. From a command post of his/her choosing, establish
the incident command system to direct subordinates as to the situation, mission, execution, administration/logistics, and command/control methods to be utilized.

2. Appoint an Assistant Fire Chief or Safety Officer in the event of his/her absence.

D. Administrative Duties and Responsibilities

1. Performs a variety of technical, administrative, and supervisory work in the planning, organizing, delegating, and implementing fire prevention, suppression, and operation of the department to insure the prevention and minimization of loss of life and property by fire and other means to the citizens within its area of responsibility.

2. Supervise Officers, and the Fire Engineer, and assist Officers with the supervision of the members of the Department.

3. Establish policies.


5. Supervise and coordinate the preparation, presentation, and implementation of an annual budget as well as projected future needs.

6. Plan for equipment needs and prepare specifications for the most operational and cost-effective modern equipment for fire prevention and suppression.

7. Organize mutual aid, township, and other contracts.

8. Act as a member of the BOFO.

E. Strategic Duties

1. Long-range planning on equipment, facilities, personnel, budgets, and training.

F. Minimum Qualifications

2. Any combination equivalent to graduation from high school plus additional training received through specialized fire service related schools. In addition, applicants for the position beginning on January 1, 2011 shall have a minimum of four (4) National Fire Academy (NFA) accredited or Minnesota State College and University (MNSCU) Officer Leadership equivalent courses and Incident Safety Officer or equivalent courses.

3. Applicants for the position beginning on January 1,
2014 shall have a minimum of six (6) of these courses.

4. A minimum of ten (10) years of experience involving modern fire protection, prevention, and other additional duties assigned to the department,

1. Ability to analyze problems and make corrections, prepare reports, give speeches, and maintain effective working relationships with other organizations and the public,

2. Knowledge of modern fire fighting methods and techniques, operating principles and practices, and the ability to instruct subordinates in all phases of fire prevention and protection

2. DUTIES OF THE ASSISTANT FIRE CHIEF:

A. Supervision Received: Works under the general guidance and direction of the Fire Chief.

B. Supervision Exercised: Directly supervises the Captains and Accountability staff. Acts as the second highest ranking officer in the Department and shall assume the duties of the Fire Chief in his/her absence.

C. Tactical Duties and Responsibilities:

1. At a location determined by the Fire Chief, supervises the Captains and Accountability staff in carrying out directives from the Fire Chief,

2. Manages personnel and equipment, supervise the accountability system, and control the staging and recovery areas,

3. Acts as Fire Chief in his/her absence and appoint an Assistant Chief to assume his/her duties.

D. Administrative Duties and Responsibilities:

1. Act on behalf of the Fire Chief in his/her absence.

2. Directly supervise the Captains in making sure ROD are followed in the maintenance, operation, and documentation of Department equipment,

3. Assist the Fire Chief in planning, coordinating, supervising and evaluating Department operations,


5. Other duties as assigned by the Fire Chief and act as a member of the BOFO.

E. Strategic Duties:

1. Interact with the Captain’s on equipment, facilities, training issues and other needs as
directed by the Fire Chief.

F. Minimum Qualifications.
Any combination equivalent to graduation from high school plus additional training received through specialized fire service-related school. In addition, the Assistant Fire Chief must meet the same minimum training as the Fire Chief. The Assistant Fire Chief shall provide proof of the minimum training standard to the Standing Committee for review and approval. A minimum of ten (10) years of experience involving modern fire protection, prevention, and other additional duties assigned to the department.

1. Ability to analyze problems and make corrections, prepare reports, give speeches, and maintain effective working relationships with other organizations and the public.

2. Knowledge of modern fire fighting methods and techniques, operating principles and practices, and the ability to instruct subordinates in all phases of fire prevention and protection.

3. DUTIES OF THE CAPTAIN OF COMPANY 1:

A. Supervision Received: Works under the general guidance and direction of the Assistant Fire Chief.

B. Supervision Exercised: Directly supervises the Lieutenant and Firefighters in Company 1. Acts as the third highest ranking officer in the Department and shall assume the duties of the Assistant Chief or Fire Chief in his/her absence. The Company 1 Captain shall be the Drill Instructor.

C. Tactical Duties and Responsibilities:

1. At a prominent point on the fire ground, the Captain shall command and control Company 1 while supervising placement and management of ladders at points of attack and rescue, placement and management of ventilation systems, vehicle accident extrication efforts, and appoint a firefighter to assume responsibilities of the Company 1 Lieutenant in his/her absence.

D. Administrative Duties and Responsibilities:

1. Direct the maintenance of vehicles and equipment assigned to Company 1 upon return to the Fire Station from an alarm.

2. Assign specific members of Company 1 to each item of
equipment in order to promote direct responsibility for the equipment.
3. Maintain appropriate books on the equipment according to OSHA and Department requirements.
4. Assign specific responsibilities to the Company 1 Lieutenant.
5. Prepare and supervise drills for the Department and maintain records related to training.
6. Under the direction of the Assistant Fire Chief, work with the Fire Engineer to make sure all equipment is prepared for duty and appropriate books are kept.
7. Act as a member of the BPO.

E. Strategic Duties
1. Determine the equipment and facility needs of Company 1 and present those needs to the Assistant Chief.
2. Outline training needs of Company 1 to the Assistant Chief.

F. Minimum Qualifications
Any combination equivalent to graduation from high school plus additional training received through specialized fire service related schools. In addition, applicants for the position beginning on January 1, 2014 shall have a minimum of three (3) National Fire Academy (NFA) accredited or Minnesota State College and University (MSCC) Officer Leadership equivalent courses and Incident Safety Officer or equivalent courses.
Applicants for the position beginning on January 1, 2014 shall have a minimum of four (4) of these courses. A minimum of seven (7) years of experience involving modern fire protection, prevention, and other additional duties assigned to the fire department
1. Ability to analyze problems and make corrections, prepare reports, give speeches, and maintain effective working relationships with other organizations and the public.
2. Knowledge of modern fire-fighting methods and techniques, operating principles and practices, and the ability to instruct subordinates in all phases of fire prevention and protection.
3. Working knowledge of classroom instruction techniques and use of audio-visual aids.
4. DUTIES OF THE CAPTAIN OF COMPANY 2:

A. Supervision Received. Works under the general guidance and direction of the Assistant Fire Chief.

B. Supervision Exercised. Directly supervises the Lieutenant and Firefighters of Company 2. Acts as the fourth highest ranking officer and shall assume the duties of Fire Chief or Assistant Fire Chief in the absence of a senior officer. In addition, the Captain of Company 2 shall act as the Assistant Drill Instructor.

C. Tactical Duties and Responsibilities:

1. At a prominent point on the fire ground, the Captain shall command and control Company 2 attack operations while supervising and managing water supply, attack operations, and appoint a firefighter to assume responsibilities of the Company 2 Lieutenant in his/her absence.

D. Administrative Duties and Responsibilities:

1. Direct the maintenance of vehicles and equipment assigned to Company 2 upon return to the Fire Station from an alarm.

2. Assign specific members of Company 2 to each item of equipment in order to promote direct responsibility for the equipment.

3. Maintain appropriate books on the equipment according to OSHA and Department requirements.

4. Assign specific responsibilities to the Company 2 Lieutenant.

5. Under the direction of the Assistant Fire Chief, work with the Fire Engineer to make sure all equipment is prepared for duty and appropriate books are kept.

6. Act as a member of the BOPO.

E. Strategic Duties:

1. Determine the equipment and facility needs of Company 2 and present those needs to the Assistant Chief.

2. Outline training needs of Company Two to the Assistant Chief.

F. Minimum Qualifications:

Any combination equivalent to graduation from high school plus additional training received through specialized fire service related schools. In addition,
applicants for the position beginning on January 1, 2011 shall have a minimum of three (3) National Fire Academy (NFA) accredited or Minnesota State College and University (MNSCU) Officer Leadership equivalent courses or Incident Safety Officer, or equivalent courses.

Applicants for the position beginning on January 1, 2014 shall have a minimum of four (4) of these courses.

1. A minimum of seven (7) years of experience involving modern fire protection, prevention, and other additional duties assigned to the fire department

2. Ability to analyze problems and make corrections, prepare reports, give speeches, and maintain effective working relationships with other organizations and the public.

3. Knowledge of modern fire fighting methods and techniques, operating principles and practices, and the ability to instruct subordinates in all phases of fire prevention and protection.

4. Working knowledge of classroom instruction techniques and use of audio-visual aids.

5. DUTIES OF THE COMPANY 1 LIEUTENANT:

A. Supervision Received: Works under the general guidance and direction of the Company 1 Captain.

B. Supervision Exercised: Directly supervises the firefighters of Company 1. Acts as the fifth highest ranking officer in the Department and shall assume the duties of the Company 1 Captain in his/her absence.

C. Tactical Duties and Responsibilities:

1. As directed by the Company 1 Captain.

2. As Company 1 Captain in his/her absence and appoint a firefighter to assume the duties of the Company 1 Lieutenant.

D. Administrative Duties and Responsibilities:

1. As directed by the Company 1 Captain.

2. As a member of the BOFO.

E. Strategic Duties:

1. As directed by the Company 1 Captain.

F. Minimum Qualifications:

Any combination equivalent to graduation from high school plus additional training received through specialized fire service related schools. In addition, applicants for the position beginning on January 1,
2011 shall have a minimum of two (2) National Fire Academy (NFA) accredited or Minnesota State College and University (MNSCU) Officer Leadership equivalent courses and Incident Safety Officer, or equivalent courses. Applicants for the position beginning on January 1, 2011 shall have a minimum of three (3) of these courses.

1. A minimum of five (5) years of experience involving modern fire protection, prevention, and other additional duties assigned to the fire department;

2. Ability to analyze problems and make corrections, prepare reports, give speeches, and maintain effective working relationships with other organizations and the public;

3. Knowledge of modern fire fighting methods and techniques, operating principles and practices, and the ability to instruct subordinates in all phases of fire prevention and protection.

6. DUTIES OF THE COMPANY 2 LIEUTENANT.

A. Supervision Received: Works under the general guidance and direction of the Company 2 Captain.

B. Supervision Exercised: Directly supervises the firefighters of Company 2. Acts as the sixth highest ranking officer in the department and shall assume the duties of the Company 2 Captain in his/her absence.

C. Tactical Duties and Responsibilities:
   1. As directed by the Company 2 Captain.
   2. Act as Company 2 Captain in his/her absence and appoint a firefighter to assume the duties of the Company 2 Lieutenant.

D. Administrative Duties and Responsibilities:
   1. As directed by the Company 2 Captain.
   2. Act as a member of the ROCO.

E. Strategic Duties:
   1. As directed by the Company 2 Captain.

F. Minimum Qualifications:

Any combination equivalent to graduation from high school plus additional training received through specialized fire service related schools. In addition, applicants for the position beginning on January 1, 2011 shall have a minimum of two (2) National Fire Academy (NFA) accredited or Minnesota State College and University (MNSCU) Officer Leadership equivalent courses.
and Incident Safety Officer, or equivalent courses. Applicants for the position beginning on January 1, 2014 shall have a minimum of three (3) of these courses.

1. A minimum of five (5) years of experience involving modern fire protection, prevention, and other additional duties assigned to the fire department.

2. Ability to analyze problems and make corrections, prepare reports, give speeches, and maintain effective working relationships with other organizations and the public.

3. Knowledge of modern fire-fighting methods and techniques, operating principles and practices, and the ability to instruct subordinates in all phases of fire prevention and protection.

7. DUTIES OF THE SAFETY OFFICER

A. Supervision Received: Works under the general guidance and direction of the Fire Chief.

B. Supervision Exercised: Directly supervises the safety of the Department during operations and training. Acts as the seventh highest-ranking officer in the Department.

C. Tactical Duties and Responsibilities:

1. Observe the operations and training of the Department.

2. Take appropriate action to prevent unsafe acts on the operation or training ground and immediately report these actions to the Fire Chief.

3. The Safety Officer shall maintain the safety role at all operations and training unless appointed to other duties by the Fire Chief.

D. Administrative Duties and Responsibilities:

1. As directed by the Fire Chief

2. Plan, coordinate, supervise, and evaluate the Infection Control program.

3. Act as a member of the BOFO.

E. Minimum Qualifications:

Any combination equivalent to graduation from high school plus additional training received through specialized fire service-related schools. In addition, applicants for the position beginning on January 1, 2011 shall have a minimum of three (3) National Fire Academy (NFA) accredited or Minnesota State College and
University (MNSCU) Officer Leadership equivalent courses and Incident Safety Officer, or equivalent courses. One of the courses successfully completed must be Incident Safety Officer.
Applicants for the position beginning on January 1, 2014 shall have a minimum of four (4) of these courses.

1. A minimum of seven (7) years of experience involving modern fire protection, prevention, and other additional duties assigned to the fire department.

2. Ability to analyze problems and make corrections, prepare reports, give speeches, and maintain effective working relationships with other organizations and the public.

3. Knowledge of modern fire fighting methods and techniques, operating principles and practices, and the ability to instruct subordinates in all phases of fire prevention and protection.

4. Specialized training in the role as Safety Officer.

8. DUTIES OF THE PRESIDENT:
The President shall preside at all regular meetings or special meetings, preserve order, shall decide all questions of order, subject to an appeal from the members of the Department; shall call special meetings of the Department at the written request of five (5) members thereof, such request stating the object of the call, or upon the President's own motion whenever deemed necessary. Roberts' Rule shall prevail in conducting the meeting.

9. DUTIES OF THE VICE-PRESIDENT:
The Vice-President shall assist the President in the discharge of duties, and in the event of absence of the President, shall assume the duties of the President.

10. DUTIES OF THE SECRETARY: The Secretary shall keep a record of all proceedings of the Department; call the roll; record the absences; post monthly attendance statistics; keep the minutes and attendance books and preserve the records of the Department; collect all donations and pay the same to the Relief Association and take receipts therefore; file a copy of all financial reports and records in the minute book;
furnish all members of the Department with a copy of the Policies and ROG and obtain a signed acknowledgement from each member for receipt of both documents; At each annual meeting, shall record the names of officers elected by the general membership and all names of members appointed by the Fire Chief to positions.

11. **DUTIES OF THE STANDING COMMITTEE:**
They shall conduct all elections by preparing ballots, counting votes, and submitting a written report of the results of all elections to the Secretary. If an issue arises relating to an election or election rule, the Standing Committee shall meet and render a binding decision. They shall review the qualifications of any appointee. Any appointee failing to meet the minimum training standards cannot serve in the appointed position. They shall appoint a chairperson on an annual basis and shall perform other duties as may be required by the Department. All members must complete selection practices training, as defined by the Fire Chief, prior to participation in any interview process.

12. **BOFO:** The BOFO shall consist of the Chief, Assistant Chief, Captains, Lieutenants, and Safety Officer.

13. **COMMITTEES APPOINTED:** Committees appointed by Fire Officers to transact business for the Department shall prepare and provide a copy of the written minutes of all meetings to the appointing officer within five (5) days after the meeting and post a copy at the Fire Station bulletin board. A verbal report shall be provided at the next Department meeting. The first member appointed shall be chairman of said committee. It shall be their duty of the Chairperson of each committee to appoint the time and place of meeting and notify each member thereof. The Chairperson may assign duties to each member of the committee.

14. **COMMITTEE FAIL TO REPORT:** If any committee, or member of a committee, fails to act as instructed and to report as requested, their non-action will be deemed sufficient cause for consideration for disciplinary action.

**ARTICLE VII**
ARTICLE VII A

COMMITTEE MEETINGS

1. All members shall be assigned to committees and are expected to attend committee meetings. All members assigned to a specific committee shall attend a minimum of seventy-five (75) percent of all committee meetings on an annual basis excluding meetings where prior notice was less than fourteen (14) days. In order to get credit for a committee meeting, members must participate.

Section
1. The regular meeting shall be held on the first Monday of each month, except when said Monday falls on a legal holiday, in which case the regular meeting will be held on the following day.
2. All regular meetings in May, June, July, August, and September shall be held at 1930 hours. All other regular meetings shall be at 1930 hours.
3. Two-thirds (2/3) of the eligible membership shall constitute a quorum for transaction of business.
4. A notice of special meetings will be given by mail or alarm system at least ninety-six (96) hours previous to the time of the meeting.
5. Two-thirds (2/3) of the regular monthly meetings, held on an annual basis, will be mandatory.
6. If any member neglects to attend two (2) meetings in succession, that member shall be given notification by certified letter of such delinquency by the Secretary. The Fire Chief or his designee will confirm receipt of the letter by personal or telephone contact. Upon non-attendance at the third regular meeting, the member shall be expelled from the Department by the Fire Chief.

ARTICLE VIII

DRILLS

Section
1. Fire Drills shall be scheduled on the second Thursday of each month, except when said Thursday falls on a legal holiday, in which case, the regular drill will be held on the preceding day, unless otherwise directed by the Fire Chief.
2. Fire Drills shall begin at 7:00 p.m., unless otherwise
ordered by the Fire Chief.

3. Make-up fire drills will be held at least once each two (2) month period on the third (3rd) Wednesday of January, March, May, July, September, and November except when said Wednesday falls on a legal holiday, in which case, the makeup drill will be held on the preceding day, unless otherwise ordered by the Fire Chief. The Fire Chief shall have authority to call Make-up drills at his discretion.

4. Attendance at a minimum of ten (10) drills held during an annual period will be mandatory to be in good standing. In order to get credit for a drill, members must participate.

**ARTICLE IX**

**ALARMS**

Section

1. Members are expected to respond to fire calls whenever possible. All members shall attend a minimum of thirty-five (35) percent of all fire calls on an annual basis.

**ARTICLE X**

**TRAINING**

Section

1. Members shall attend a minimum of one (1) Regional Fire Meeting per year. In addition to normal drills and mandatory training, members shall attend a minimum of four (4) hours of certified MNSO1 or equivalent training per year. All attendance at Fire Schools shall be authorized in advance by the Fire Chief.

2. The Fire Chief shall have the authority to send any member of the Fire Department to training that, in the opinion of the Fire Chief, is necessary for the good of the Fire Department or any individual member. The Fire Chief shall require that a member attend in a reasonable and timely manner.

3. All Officers shall attend an annual minimum of one (1) meeting of each Regional Fire Association of which the Fire Department is a member.

4. All Officers who have not already successfully attended National Fire Academy officer training or comparable course, shall be required to successfully complete said training within one year of being elected hired.
ARTICLE XI
MEMBERSHIP APPLICATION AND REQUIREMENTS

Section
1. The SELECTION Practices ROG shall establish a method of advertising, application, screening of applications, testing procedures, and any other procedures deemed necessary.

2. A probationary member shall not have a vote in Departmental business.

3. If a member on probation fails to complete Firefighter Training as established in the SELECTION Practices ROG, it shall be sufficient cause for dismissal from the Fire Department by the Fire Chief. If not completed within one (1) year from the date of selection, a written valid excuse must be presented to the Fire Chief for review, with specific time limits defined as to when the school training will be completed. The member on probation shall remain on probation until the training is completed satisfactorily.

4. The Fire Chief shall assign each probationary firefighter to an officer during the probationary period. The Fire Chief shall meet with each probationary firefighter and the officer assigned to him/her a minimum of once every three months during the probationary period for the purpose of evaluation. Each new member of the Fire Department shall be on one (1) year probation, during this time, if the new member should be found incompetent, or fails to discharge his/her duties, he/she shall be expelled on the written order of the Fire Chief.

ARTICLE XII
DUTIES AND PRIVILEGES

Section
1. All active members arriving at the age of sixty-five (65) shall cease to be such and shall have their names placed on the honor roll of the Department. They shall be exempt from donations, entitled to appear on parade with the Department, to attend meetings, and to speak on any question in which they feel interested. They shall not be entitled to vote or hold office, and shall not be entitled to any money or benefits received by the Department.
2. The Fire Chief has the right to impose disciplinary action upon any member for just cause. Just cause includes, but is not limited to, the following:
   A. Incompetence in the performance of job duties;
   B. Failure to report or refusal to work when necessary to keep essential services operating or provide service to the public;
   C. Reporting for work under the influence of alcohol or drugs when not under the supervision of a medical doctor;
   D. Use of intoxicating beverages or illegal drugs while on duty including breaks and meals;
   E. Willful misconduct or insubordination;
   F. Carelessness and/or negligence in the handling or control of municipal property;
   G. Discourteous, abusive or insulting conduct toward the public or other members;
   H. Proven dishonesty in the performance of duties;
   I. Acceptance of a gift under circumstances from which it could be inferred that the giver expected, hoped for, or received preferential treatment in a municipal function or service;
   J. Evidence of failure to observe safety rules and regulations;
   K. Failure to observe Federal, state or local laws, Fire Department Policies or BOFO;
   L. Misconduct;
   M. Failing to meet the minimum standards of attendance at meetings, drills, alarms, or training shall require members to appear before the Fire Chief to determine if the member should be subject to disciplinary action. Any member adjudicated to be in violation of these standards shall forfeit his/her annual benefit.

3. Disciplinary action will normally follow the procedure set forth below. This procedure does not preclude immediate suspension or dismissal when the degree of disciplinary action requires such action:
   A. WARNINGS: An oral warning or reprimand will be given by any member of the BOFO if the members conduct so warrants. A written record of this oral warning will be placed in the member’s personnel file. A reasonable amount of time will be allowed for correction of the
conduct before further disciplinary action is taken. If conduct is not sufficiently improved, or if conditions require a written warning as an immediate first step, a written warning or reprimand may be issued by any member of the BOFO. A member may request an appeal through the grievance process outlined in the ROG.

B. SUSPENSION: If warranted as a following step or if such action is required as a first step in the disciplinary process, the Fire Chief may suspend any member without pay or benefit not to exceed thirty (30) calendar days. A written statement giving the reasons for suspension will be prepared by the Fire Chief recommending the suspension or by the City Administrator if he/she initiates the suspension action and given to the member. A copy of such statement will also be placed in the member's personnel file. Any member so suspended will be entitled to a hearing before the City Administrator by filing such a request with the City Administrator within five (5) calendar days after the notice of suspension. In the event that a member is charged with a criminal offense or is involved in a civil litigation matter such that, in the opinion of the City Administrator, the member's ability to function in the member's job will be seriously impaired, such member shall be suspended until final judgment on the criminal or civil matter is rendered. In the event that any member is exonerated from criminal culpability in a criminal matter such member shall be reinstated and with full rights of seniority and full back pay for the period of the suspension.

C. DISMISSAL: A member may be dismissed after a written warning or, if an incident is so severe as to warrant immediate dismissal, immediately upon review of such an incident by the City Administrator. A member guilty of theft, intentional destruction of City property at any time, intentional unwarranted destruction of private property while on City business, assault or gross misconduct shall be immediately dismissed. Dismissals shall be approved by a majority vote of the City Council. A written statement giving the reasons for the dismissal will be prepared by the City Administrator and provided to the member within five (5) working days from
4. It shall be the duty of each member to attend instantly all alarms, meetings, and drills.

5. Every member of the Department will be furnished with a key, pager, charger, appropriate turnout gear, firefighters badge, fire department personal vehicle sign and a copy of the Department Policies and ROG. Upon termination they shall return all Department property to the Fire Chief.

6. The ranking officer who orders the roll at the termination of an alarm, shall submit to the Secretary a completed Alarm Roll Call Form. No roll call shall be taken and no member shall leave until the ranking officer has determined that all necessary clean up, debriefing and evaluation of the alarm is complete, and the Department is prepared for response to the next emergency unless excused by the ranking officer.

7. Any member having served their probation and receiving an honorable discharge shall be entitled to any monies due them up to the time of their discharge, and to be paid same at the next regular meeting unless requested otherwise by the individual leaving the Department.

8. A specified amount of compensation shall be paid to each member attending out of town meetings and schools plus mileage and registration as established by the City Council.

the date of such action. A copy of the statement will be placed in the member’s personnel file. A dismissed member shall be entitled to a hearing before the City Council or designated Council Committee upon filing of a written request for such a hearing with the City Administrator within five (5) calendar days after dismissal. The member and a representative of the member shall have a right to appear before the City Council or designation Committee at this hearing. Any dismissal not appealed in this manner and within this period shall be considered final.

D. RECORDS: Written warnings shall be placed in the personnel file for a period of three years. In the event of another adjudicated written warning, the Fire Chief may extend the time period of removal of the original letter to an additional three years from the date of adjudication of the second offense provided the member is advised of the extension by letter. For suspensions or expulsions, letters shall permanently remain in the file.
9. Military Leave will be granted to eligible members in accordance with Minnesota Statutes, Chapter 192.26. A member who is a member of the National Guard, or any other component of the militia of state, or who is a member of the officers' reserve corps, the enlisted reserve corps, the Naval reserve, the Marine Corps reserve, or any other component of the military or naval forces of the United States, is entitled to leave of absence with full pay plus military pay, and without loss of seniority status, efficiency rating, vacation, sick leave, or other benefits for the time which such member is engaged in training or active service not exceeding a total of fifteen (15) working days in a calendar year. The military leave of absence is allowed only if the member returns to employment immediately upon being relieved from military or naval service, or is prevented from so returning by physical or mental disability or other cause not the fault of the member, or is required by the proper authority to continue in military or naval service beyond the fifteen day period allowed by military leave of absence. Notice of intent to take military leave must be given to the member's department director at least five working days after receipt of orders by the member and no less than 24 hours prior to the date of leave. If orders are received at a time which would make compliance with this provision impossible, the member shall give notice as soon as possible. If called to active military service, the member is entitled to unpaid leave.

10. Each January meeting, all appropriated funds in the treasury shall be divided among the eligible members according to the point system. The point system used shall be one (1) point for each fire, drill, make-up drill, and meeting attended. Prior to the January meeting, the Secretary shall total all points given to all eligible members of the department and shall divide the monies available by this number. This will give an average payout for each point, which in turn will be multiplied times the total number of each individual eligible firefighter. The Secretary shall submit a report outlining the proper disbursement for each member to the City Finance Department. The Finance Department shall disburse the appropriate funds to each individual member's personal account by direct deposit.

11. Members shall be eligible for Parental Leave for up to twelve
12. Every member shall immediately, or as soon as possible, report to the ranking officer, any accident the member is involved in or injury that the member sustains, no matter how trivial and shall complete a First Report of Injury form.

13. No member shall divulge any information relative to the administration or operation of the department, except through normal channels as provided by law.

14. No fire department apparatus, property, or fire equipment of any kind shall be taken from the station for any purpose whatsoever, except as provided in the ROG.

15. No person other than a member or duly authorized person shall be permitted to enter a building in which a fire has occurred and where the department is still in charge, without permission of the ranking officer. Should permission be granted, the ranking officer shall direct a member to accompany the person who so desires admittance and such member shall remain with that person until they leave the building.

16. In the event of any suspicion of arson at a fire, the member shall immediately summon the ranking officer. Under no circumstances shall the premises be left unguarded before the arrival of the ranking officer.

17. Any member who changes permanent residence to outside a SIX MINUTE response of the St. Peter Fire Station shall be deemed to have terminated membership in the department. Any member who moves or is believed by the Board of Officers to have moved, shall be reviewed by the Board of Officers to determine if a violation of the Policies exists. All members are encouraged to communicate any residency changes to the Fire Chief prior to any move to avoid conflict. In determining what constitutes a person's permanent address, the decision of the Fire Chief shall be final. The measurement of the response time shall be the same as defined in the ROG under SELECTION Practices of the Department.

18. A leave of absence may be granted with a written request up to a period of 90 days by the Fire Chief. The member shall
report to the Chief or, in the absence of the Chief, the next senior officer available prior to the expiration date of the leave. Should the member fail to report for duty at the expiration date granted, said member shall stand terminated from the Department. No member shall accrue any economic benefit during a leave of absence. Each member on a leave of absence is responsible for payment of the entire cost of his/her health care with the City and shall make arrangements with the City Finance Director for prompt payment of all premiums. The Fire Chief shall promptly notify the City Administrator, Finance Director, and Fire Department Secretary, in writing, of any granted leave of absence.

A leave of absence may be granted with a written request up to a period of 90 days by the Fire Chief. The member shall report to the Chief or, in the absence of the Chief, the next senior officer available prior to the expiration date of the leave. Such leave of absence shall not exceed a period of 90 calendar days, provided that the same may be extended beyond such period of the leave of absence if for continued disability or other good and sufficient reason. Should the member fail to report for duty at the expiration date granted, said member shall stand terminated from the department. No member shall accrue any economic benefit during leave of absence. Each member on a leave of absence is responsible for payment of the entire cost of his/her health care with the City and shall make arrangements with the City Finance Director for prompt payment of all premiums. The Fire Chief shall promptly notify the City Administrator, Finance Director, and Fire Department Secretary, in writing, of any granted leave of absence.

19. The dress uniform shall be such as may be hereafter adopted by the Department and shall be worn only to Fire Department functions.

20. Any member attending a meeting or training approved by the Fire Chief or Department, shall be counted present for purposes of attendance at all Fire Department functions occurring during the training time.

21. All cash donation or payments for service at rural or mutual aid fires, or funds received as donations for participation in parades or other non-fire events, shall be deposited with the Relief Association. The funds shall be used for the good
22. Any member called to jury duty shall be excused from all Fire Department functions, while serving, provided that the member has notified the ranking officer. The Fire Chief may require that the member provide documentation of proof of jury service.

23. Alcohol and Drug Use, It is the Policy of the St Peter Fire Department that no volunteer will perform their official duties when they are under the influence of an alcoholic beverage, illegal drugs or physician prescribed drugs which may prohibit a volunteer from performing their official duties. For the purpose of this policy, "fit for duty" shall be defined as; "A determination that the volunteer is capable of performing all essential job functions." There may be times when a volunteer has consumed alcoholic beverages and is summoned for duty. The member shall do the following when summoned for duty after they have consumed alcoholic beverages:

A. Make their own assessment whether they are "fit for duty" based on the quantity of alcoholic beverages consumed and the time since the consumption. If the volunteer does not feel they are "fit for duty," they shall not respond to the call for duty. If there is a doubt on their fitness for duty, the volunteer shall not respond. If the summoning is done by group page there is no need for an individual response.

B. If the volunteer is satisfied that they are "fit for duty," then they may respond. Immediately upon arriving they need to report to the Officer in-charge.

C. Volunteers who are taking prescription or over the counter drugs shall abide by the restrictions for the drug(s) being taken. If the restrictions preclude the volunteer from operating equipment or working when taking the drug(s), the volunteer shall not respond to the call(s).

D. The officer in-charge who is notified by the volunteer(s) responding under this policy shall evaluate each individual and not the report by the volunteer as part of the critique of the incident. A decision of an Officer, after making an evaluation, that the volunteer is "unfit for duty" shall be
binding on the volunteer.

E. If a volunteer is judged to be “unfit for duty” and not capable of returning home, the officer shall insure the volunteer is provided transportation to his/her home. No disciplinary action will be taken against a volunteer who responds in good faith and is judged to be “unfit for duty” by an officer.

24. Any member using any photographic or electronic devices to capture or record images or sounds at any Fire Department function shall immediately provide the device used to the Fire Chief or ranking officer, and is prohibited from downloading, sharing, or in any manner allowing the images or sounds to be heard and/or viewed by another person by any means and at any time without the written consent of the Fire Chief or ranking officer. All captured or recorded images or sounds, whether on privately or government entity devices is subject to the Minnesota Data Practices Act.

ARTICLE XIII
ARTICLE AMENDMENTS

Section
1. These articles may be amended in the following manner:
   A. The person or persons proposing to amend any article or policy shall submit the exact wording of the proposed amendment in writing to the membership at a meeting of the Department. The proposed amendment shall be read at the meeting at which it is proposed. The membership shall discuss the proposal and may make any revisions it seems necessary.
      It shall be announced that the same will be voted upon at the next regular meeting. For the proposal to be adopted by ballot, the following must occur:
      1. At least two-thirds (2/3) of the eligible members present at the meeting must vote in favor of the proposal.
      2. Upon approval by the Saint Peter City Council, the proposal shall be declared duly adopted.
   B. By action of the Saint Peter City Council.
2. All articles in the Policies shall be reviewed every three (3) years, from the date of adoption.
ARTICLE XIV
ORDER OF BUSINESS

Section
1. The order of business of this Department shall be as follows:
   A. Calling the roll
   B. Reading of minutes of previous meeting
   C. Reports of Committees
   D. Report of Officers
   F. Fire Meetings and School Reports
   G. Election of Officers
   H. Miscellaneous business
   I. Good of the Department
   J. Final Roll Call

ARTICLE XV
UPDATE AND REVIEW RECORD

Section

10. Adopted with review/approval by the City Council on _______, 2017. Committee members: S. Scholl, K. Kocmick, D. Dvorak, and M. Kreykes, Colby Schmidt, Brett Geldner.
Memorandum

TO: Todd Prafke  
   City Administrator  
FROM: Pete Moulton  
   Director of Public Works  
   Paula O’Connell  
   Director of Finance  
RE: Advanced Metering Infrastructure (AMI) System

ACTION/RECOMMENDATION

None needed. For Council information and discussion only.

BACKGROUND

The past couple of year’s staff has worked to begin the gradual conversion from a conventional meter reading system to an “Advanced Metering Infrastructure” (AMI) system. Since 2015, the emphasis was to find a system that could be implemented over a period of years while still being able to read electric and water meters and control load management devices all while using a radio frequency (RF) which could tie into a fiber optic network. The system evaluation lead us to partner with Eaton Cooper.

During the early stages of the pilot program, Staff integrated the base programing and hardware at Public Works with Eaton Cooper. Public Works serves as the hub to receive the transmitted data. The referenced data is transferred to Public Works via fiber, radio frequency, and wireless communications. Leon Quiram, the City’s Computer Service Technician II, was instrumental in providing technical support and working with Eaton Cooper’s staff during the initial phase.

The old Yukon system has been replaced with a new Eaton Cooper system. The installed software allows Staff to monitor household usage, for both electric and water, on an instantaneous bases. The features also includes an alarm mechanism for installed parameters, e.g., daily peak electrical use and hourly recording of both electrical and water usage, just to name a couple.

Billing software via fiber cable allows the Finance Department to collect invoice information during its billing cycle. Again, instantaneous recording of household usage allows Finance to evaluate each household’s electrical and water usage. Up to the minute recordings will give the billing cycle a more current billing mode once more customers receive the new meters.

During the pilot program, Utility Staff installed electrical and water meters in a 12 block radius of the Public Works and Greenhill Water Tower antennas. The installation of 151 electrical meters and 150 water meters was the focus to help staff evaluate the AMI system. The addition of a antenna on the Broadway Tower allows reading the meters in the Pheasant Ridge Subdivision...
which is approximately one mile in distance. Additional installations to other service areas will strengthen the overall coverage area.

The pilot program has generated a technically sound monitoring and benchmarking for the electrical and water utilities. Staff is capable of monitoring "current" usage which assists in troubleshooting discrepancies during billing cycles. The AMI features allow Staff to track usage in 15 minute increments and allows Staff access to disconnect and reconnect services from the office. Previous capabilities are still viable but the software has enhanced load management control and peak shaving monitoring. The Water Utility can monitor current consumption on an hourly basis and set-up a daily alarm monitoring for zero or high usage.

With the identified enhancements, staff has confidence that the new system can improve customer service and we recommend further implementation of the AMI metering system.

We have approximately 4,500 metering devices measuring water and electricity for each utility. The industry standard for the measuring accuracy for the life of water meters is 15 years. As Chart A indicates, 33% of the meters in-place have exceeded the life accuracy of the meter. Over the last four years, the Water Utility has budgeted an average of $60,000 to replace existing water meters, which replaces approximately 200 meters each calendar year. At this pace a total replacement program would span over 22.5 years.

| Chart A |
|---|---|---|---|---|---|---|---|---|
| **Existing water meters** | 1-3 | 4-6 | 7-10 | 11-15 | 16-20 | Over 20 | Total |
| **Manufacturer** | years | years | years | years | years | Over 20 | Total |
| AMCO | 5 | 1 | 1 | 0 | 0 | 0 | 7 | 0.2% |
| B (Badger) | 8 | 7 | 189 | 1166 | 1205 | 230 | 2805 | 60.6% |
| Badger | 761 | 207 | 386 | 6 | 11 | 2 | 1373 | 29.6% |
| Elster | 37 | 90 | 0 | 0 | 0 | 0 | 127 | 2.7% |
| Hersey | 203 | 2 | 0 | 0 | 0 | 0 | 205 | 4.4% |
| N (Neptune) | 1 | 0 | 1 | 6 | 7 | 36 | 51 | 1.1% |
| Neptune | 5 | 0 | 0 | 0 | 1 | 2 | 8 | 0.2% |
| Rockwell | 0 | 0 | 0 | 1 | 54 | 55 | 1 | 1.2% |
| **Totals** | 1,020 | 307 | 577 | 1,178 | 1,225 | 324 | 4,631 |
| **%** | 22% | 7% | 12% | 25% | 26% | 7% |

Chart B, (attached) projects the annual expense for the AMI program to install new meters in annual increments of 250, 300, 400, or 500.

If we were to move forward with the AMI water meter conversion, a two-part replacement plan would be a happy medium with an aggressive approach to change out the 10 year old meters within the next 5 years. Years 6 and beyond would involve returning to the 200 meters a year replacement program for updating aging meters.

The 2017 Water and Wastewater budgets as proposed include $70,000 with $50,000 budgeted in 2018. The 2017 Electric budget includes $25,000 for AMI meter replacements and $66,000 is proposed in 2018. These budgets could support the plan to replace approximately 400 meters per year. At 400 meters per year, both systems would be built out in approximately 11.2 years.
Chart C (shown on the bottom of the attached sheet), shows the additional cost per meter for fittings on the water meters.

Our previous cost on the AMI system are as follows:

- **Cost for Server Upgrades and Meters: (Needed regardless of AMI System)**
  - Purchase approved January 25, 2016 - Server: Yukon software, hardware, license = $18,513  
  - Meters/Load Control: electric meters, load management devices and water nodes = $20,694

- **Cost of Pilot Program**
  - Infrastructure Package: fiber optic connections, radio antennas, Scout meter tool = $15,017  
  - AMI Software: file integration, service agreement and billing management services = $23,900

- Purchase approved January 25, 2016 for Pilot program $39,695

In addition, there would be annual maintenance costs associated with the software.

Please feel free to contact us if you have any questions or concerns about this agenda item.

PM/PO/
## CHART B

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## CHART C

| Brass Head Node | $65 | $60 | $108 | # Needed | Total Cost |
| Complete Head/Node Node | $233 | $168 | $108 | 2,672 | $622,576 |
|                      |     |     | $108 | 800   | $86,400  | $894,448 |