

# Eden Prairie Firefighter Relief Association



## Bylaws

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## **Article I - Name**

The name of the relief association shall be the Eden Prairie Firefighter Relief Association.

## **Article II - Purpose**

This instrument constitutes the bylaws of the Eden Prairie Firefighter Relief Association, hereinafter referred to as "Association," adopted for the purpose of regulating and managing the internal affairs of the corporation and shall serve as the written pension plan for the Association. The Association is a governmental entity that receives and manages public money to provide retirement benefits for individuals providing the governmental services of fire fighting. The Association is a defined benefit relief association subject to Minnesota statutes 69.771 to 69.774, 424A.015 and 424A.02. The objectives of the plan shall be to provide service pensions and ancillary benefits to members and dependents of the Eden Prairie Fire Department, hereinafter "Fire Department". These bylaws and federal and state laws shall govern all benefits issued by this Association.

## **Article III - General Definitions**

### **1. *Surviving Spouse***

The term “surviving spouse” means any person who was the dependent spouse of a deceased active member, deferred member, or retired former member living with the member at the time of the death of the active member, deferred member, or retired former member for at least one year prior to the date on which the member terminated active service and membership.

### **2. *Fiduciary responsibility***

In the discharge of their respective duties, the officers and trustees shall be held to the standard of care enumerated in Minn. Stat. 11A.09. In addition, the trustees must act in accordance with Minn. Stat. 356A. No trustee of the Association shall cause the Association to engage in a transaction, if the trustee knows or should know that a transaction constitutes one of the following direct or indirect transactions:

- a) sale or exchange or leasing of any real property between the Association and a board member
- b) lending of money or other extension of credit between the Association and a board member or member of the Association
- c) furnishing of goods, services, or facilities between the Association and a board member
- d) transfer to a board member, or use by or for the benefit of a board member, of any assets of the Association. Transfer of assets does not mean the payment of Association benefits or administrative expenses permitted by law

### **3. *Beneficiary***

Any person or estate entitled under this plan to receive a benefit upon the death of a participant.

### **4. *Board of Trustees***

The Board of Trustees of the Association as specified under Minn. Stat. 424A.04. There shall be six member elected trustees and three municipal trustees.

### **5. *Calculation of Qualifying Years***

A year of service as an active firefighter for purposes of calculating the service pension shall mean 12 complete months. If a members’ period of service as an active firefighter has not been continuous, parts of years may be added together to calculate full years. In addition, parts of months may be added together to calculate full months, provided, however, that in such a calculation it shall be assumed that 30 days equals a full month.

## **6. Break in Service**

- (a) Break in Service. A break in service is the period of time in which a member does not comply with the active service requirements of the Fire Department. A member will not receive service credit with the Association for the period of a break in service. If a member's break in service is less than 60 days, active membership in the Association will resume when the member returns to active service with the Fire Department.

A break in service does not include an approved leave of absence pursuant to these bylaws or state law, except for Military Leave or Medical Leave defined in this Article III.

- (b) Return to Service. If a member has a break in service of 60 days or more and receives a lump sum payment, and not a monthly service pension, and then resumes active membership in the Fire Department and membership in the Association, the member will be entitled to receive a lump sum payment for his subsequent period of service, provided he completes a minimum of three years of subsequent service. The lump sum for the subsequent period of service will be based on the lump sum then payable under the Bylaws. Such payment shall have no effect on the member's previous service pension. In no event will the Association pay duplicate benefits for the same period.

Except as provided in this paragraph (b), a member who has a break in service of more than 60 days and returns to active service will not receive any credit or earn an additional benefit for a subsequent period of service.

The above rules for payment of an additional benefit for a subsequent period of service do not apply to leaves of absence for which a member continues to receive service credit during the leave under these bylaws.

- (c) Effective Date. The changes in this Article III.6 shall apply beginning September 18, 2018 to members who retire on or after such date.

- (d) Return to Service: Prior to Payment of Retirement or Disability Benefit

If the firefighter has not received payment of a service pension or disability benefit, the firefighter must complete at least three (3) years of active service with the Eden Prairie Fire Department upon 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 services calculated at the benefit level in effect at the time of the firefighter's original cessation of duties.

- (e) The changes laid out in Article III.6.d shall apply beginning July 29th, 2021.

## **7. Years of Active Service**

For purposes of computing benefits or service pensions payable, a year of service shall be defined as a period of 12 full months of active service in the Fire Department.

### **8. Active Service**

Active Service is defined as the active performance of fire suppression or prevention duties or the supervision of fire suppression or prevention duties. Performance of such suppression, prevention or supervision shall not qualify as “active service” unless the firefighter meets all the rules and regulations of the Fire Department during such service.

### **9. Trustees**

The individuals designated as such by Minn. Stat. 424A.04.

### **10. Domestic Relations Order**

A domestic relations order is any judgment, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minn. Stat. 518.58, 518.581 or 518A.53.

### **11. Personal Leave**

An Active Member may be granted a personal leave of absence in accordance with the rules and regulations of the Fire Department. No credit shall be given for the period of the leave of absence.

### **12. Military Leave**

An Active Member who takes a leave to serve in the military shall receive credit from the Relief Association for his military service consistent with federal law. To be eligible for credit from the Relief Association for his military service, the Member must return to active service with the Fire Department and must not receive a dishonorable or bad conduct discharge from military service.

### **13. Medical Leave**

An Active Member who takes a leave for a serious medical condition shall receive credit for up to 12 weeks of the leave consistent with the Family and Medical Leave Act or other applicable federal or state law.



## Article IV - Membership

### 1. *Qualification for Membership*

Any Active Member in good standing in the Fire Department shall be eligible to apply for membership in the Association.

### 2. *Application for Membership*

All Active Members of the Fire Department are eligible for membership in the Association. Application for membership shall be made in writing on a form supplied by the Secretary of the Association and reviewed by the Board of Trustees for compliance with federal/state statutory and plan requirements within three (3) months of becoming an active member of the fire department. No applicant may be excluded except if the member is under 18 years of age or has a medically determinable physical or mental impairment or condition that would constitute a predictable and unwarranted risk of imposing liability or an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension.

### 3. *Termination of Membership*

A member may be expelled from the Association for cause upon a two-thirds vote of all members present at a regular or special meeting of the general membership, upon the occurrence of any of the following events:

- a) termination or resignation from membership in the Fire Department prior to completion of the number of years as an active firefighter required for a service pension under these bylaws
- b) failure to comply with any provisions of these bylaws or any duly adopted rules and regulations of the Association
- c) any other good cause for termination of membership as determined by the Board of Trustees

### 4. *Categories of Membership*

Members of this Association shall be classified in one of four categories: regular, deferred, retired or disabled. These categories are defined as follows:

- a) *Active Member*: A member of the Association who is also an active firefighter of the Fire Department
- b) *Deferred Member*: A member of the Association who has:
  - (i) completed the number of years as an active firefighter required for a service pension as provided in these bylaws
  - (ii) completed a minimum of ten years as a member in good standing in the Association
  - (iii) has separated from service as an active firefighter before attaining the earliest age for receipt of a service pension as provided in these bylaws
- c) *Retired Member*: A member of the Association who is drawing a monthly service

- pension under applicable statutes and the bylaws of this Association.
- d) *Disabled Member:* A member of this Association who is receiving a disability benefit under applicable statutes and the bylaws of this Association.

#### **5. *Voting privileges***

Each member shall be entitled to one vote on any matter voted upon by the membership. Voting by proxy is not permitted. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in Charge of the vote shall ask for a show of hands.

## **Article V - Board of Trustees**

### **1. Composition of Board**

The Board of Trustees shall consist of nine trustees.

- a) *Member Elected Trustees:* Six of the trustees shall be elected at the annual meeting of the Association from the Association's active members and shall serve for terms as specified in this Article, or until their respective successors have been elected. One of the six elected members of the Board of Trustees may be a retired member, receiving a monthly service pension, who is elected by the membership of the Association. If there is not a retired member to fill the position of trustee, then that position may be filled by an active member.
- b) *Municipal Trustees:* The three municipal trustees shall be one elected municipal official and one elected or appointed municipal official who are designated as municipal representatives by the City of Eden Prairie annually and the chief of the Fire Department. Municipal trustees shall have all rights, duties and responsibilities of regular trustees, including voting rights.

### **2. Terms of Trustees**

Two member elected trustees shall be elected for three-year terms at each annual meeting of the Association. If a vacancy of a trustee position occurs, that position shall be filled by election at a special meeting of the Association within thirty-one days of becoming vacant. Any member elected trustee elected to fill an un-expired term shall serve the length of that un-expired term. Any member elected trustee, upon retirement from the Fire Department, must relinquish the trustee's office until an election is held to determine who shall hold that office. The elected or appointed municipal trustees shall be designated annually by the City, except for the chief of the Fire Department, who is appointed by statute.

### **3. Officers of Board**

At the first meeting of the Board of Trustees held after the annual meeting of the members of the Association, the Board shall elect from the six member elected trustees a President, Vice-President, Secretary and Treasurer. Each of the officers shall serve for a term of one year or until the officer's successor has been elected.

#### **4. *Removal of Trustee or Officer***

A trustee (other than a municipal trustee) may be removed from the office of trustee for the following reasons:

- a) breach of the duties of a trustee as specified in these bylaws
- b) failure to maintain membership in good standing in the Association or the Fire Department, including a suspension from the Association or Fire Department
- c) other good cause

Removal of a trustee may occur by a vote of two-thirds of those present at a meeting of the membership. Notice of the meeting at which removal is to be considered, shall be given to each member and shall include the purpose of considering removal. The Trustee shall be given an opportunity to be heard as to each charge. If the Trustee is removed, a replacement shall be elected and shall serve for the un-expired portion of the term of the removed Trustee.

## **Article VI - Duties of Officers**

### **1. *President***

The duties of the Association President are as follows:

- a) Attend and preside at all meetings of the Association and of the Board of Trustees.
- b) Supervise the affairs of the Association.
- c) Take all appropriate steps to enforce the due observance of the state and federal laws that apply to the Association, the Articles of Incorporation and the bylaws.
- d) Sign all checks issued by the Treasurer and all other papers, which require the President's signature.

The President may receive a salary as fixed from time to time by the Board of Trustees, subject to approval of the Association, and payable from the Special Fund of the Association.

### **2. *Vice-President***

The duties of the Association Vice-President are as follows:

- a) Perform the duties of the President in the President's absence.
- b) All other duties assigned to the Vice-President by the President.

### **3. *Secretary***

The duties of the Association Secretary are as follows:

- a) Keep a true and accurate record of the proceedings of all meetings of the Association and of the Board of Trustees.
- b) Keep a correct record of all amendments to the Articles of Incorporation and the bylaws.
- c) Provide all due notice of special meetings of the Association and the Board of Trustees.
- d) Keep a roll of membership, including all information necessary to determine the pension and benefit status of each member of the Association.
- e) Sign all orders for payment issued to the Treasurer, and jointly with the Treasurer, prepare and file all reports and statements required by law.

The Secretary may receive a salary as fixed from time to time by the Board of Trustees, subject to approval of the Association, and payable from the Special Fund of the Association.

#### **4. Treasurer**

The duties of the Association Treasurer as follows:

- a) Keep separate, distinct and complete accounts of the Special and General Funds, including a detailed statement of the assets and liabilities of each fund. Such accounts and statements shall be presented at each meeting of the Board of Trustees, and shall be made available to members prior to the annual meeting of the Association.
- b) Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements required by law.
- c) At the expiration of the Treasurer's term of office or the Treasurer's termination from the position of Treasurer in accordance with these bylaws, whichever occurs first, the Treasurer shall immediately deliver to the Board of Trustees or the Treasurer's successor in office, all monies, books, papers, and other items pertaining to the Treasurer's office.
- d) Prior to entering upon the duties of office, the Treasurer shall give a bond in such amount and with such sureties as are required by law and approved by the Board of Trustees, conditioned upon the faithful discharge of the Treasurer's trust and the faithful performance of the duties of the Treasurer's office. The premium for this bond shall be paid from the Special Fund of the Association. The amount of the bond will be equal to at least 10% of the assets of the Association; however, the amount of the bond need not exceed \$500,000.00.

The Treasurer may receive a salary as fixed from time to time by the Board of Trustees, subject to approval of the Association, and payable from the Special Fund of the Association.

## **Article VII - Meetings**

### **1. Annual Meeting**

The annual meeting of the Association, for the election of Trustees and other business, shall be held once per calendar year. Subject to waiver, a notice of every annual meeting or special meeting shall be sent by the Secretary via U.S. mail, e-mail, personal delivery or by any other delivery that conforms to law to each member at least ten (10), but not more than thirty (30) days, before the meeting, excluding the date of the meeting. Notice by U.S. mail shall be deemed given when deposited in the U.S. mail with sufficient postage affixed. Such notice shall set forth the date, time, place and in case of a special meeting, the purpose.

### **2. Regular Meetings of the Board of Trustees**

The Board of Trustees shall meet at least six times during each year. Subject to waiver, a notice of every Board of Trustees' meeting shall be sent by the Secretary via U.S. mail, email, personal delivery or by any other delivery that conforms to law to each Trustee at least five (5) , but not more than thirty (30) days, before the meeting, excluding the date of the meeting. Notice by U.S. mail shall be deemed given when deposited in the U.S. mail with sufficient postage affixed. Such notice shall set forth the date, time, place and in case of a special meeting, the purpose.

### **3. Special Meetings of the Association or Board**

Special meetings of the Association or of the Board of Trustees may be called by the President or two members of the Board of Trustees and shall also be called upon written request of six (6) or more members of the Association. The Secretary shall notify members and trustees of such special meetings, and the purpose of the meeting shall be contained in such notice.

### **4. Quorum**

A majority of the Board of Trustees then in office and ten percent (10%) of all members of the Association shall constitute a quorum for the transaction of business at their respective meetings. Less than a quorum may adjourn a meeting to a future time, which the Secretary shall make known to the affected members.

### **5. Reports and Resolutions**

All reports and resolutions shall be submitted in writing and no report 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.

### **6. Adoption of Robert's Rules**

All meetings of the Association and Board of Trustees shall be conducted according to Robert's Rules of Order, as revised.

### **7. Order of Business**

The order of business at meetings of the general membership shall be:

- a) Call to order
- b) Roll call
- c) Reading of minutes of previous meetings
- d) Reading of reports and minutes of Board of Trustees' meetings
- e) Reports of Officers
- f) Membership applications
- g) Reports of special committees
- h) Unfinished business
- i) Election of Officers or Trustees (annual meeting)
- j) New business
- k) Adjournment

**8. Location**

A meeting of the Board of Trustees shall be held at the registered office of the Association, unless notice is made public for another place within the state as designated by the board.



## **Article VIII - Investments**

### **1. Trustees' Duties**

Trustees shall discharge their duties in good faith and with that diligence and care which an ordinarily prudent person would exercise under similar circumstances. Each trustee shall become familiar with the standards of care and the standards of a fiduciary as specified by law.

### **2. Responsibilities of Trustees**

It shall be the duty of the Board of Trustees to prepare modes and plans for the sale and profitable investment of the un-appropriated funds of the Association, and whenever investments are made, to investigate and pass upon the securities offered, and to attend to the drawing and execution of the necessary papers. The Board shall order an audit of the books and accounts of the Secretary and Treasurer annually, according to law, and shall submit a written report of the condition of the Association to the members at the annual meeting. The investment of the funds of the Association shall be in the exclusive control of the Board of Trustees, in conformance with state statutes, the bylaws and the investment policy attached hereto. The Board of Trustees shall meet with the Investment Committee. The members of the Board shall act as trustees with a fiduciary obligation to the State of Minnesota, to the City of Eden Prairie and the members of the Association.

### **3. Investment Committee**

The investment committee shall consist of the Treasurer, the President and an Ex-officio member, as well as two or more Association members as designated by the trustees. The investment committee shall investigate and make recommendations to the Board of suitable investments for Association funds among those permitted by State of Minnesota statutes, the bylaws and the investment policy attached hereto.

### **4. Restrictions to Brokers**

The Board of Trustees shall comply with Minnesota Statutes 356A.06, Subd. 8b that requires the Relief Association to provide annually to any brokers, a written statement of investment restrictions pursuant to State Statute or the Investment Policy that apply to the special fund. Upon receipt of the written statement of investment restrictions, each broker handling investments of the Association shall acknowledge, in writing annually, the receipt of the investment restrictions. The acknowledgment shall contain a statement of the brokers' agreement to handle the Association's investments pursuant to the written restrictions.

### **5. Education Plan**

The Board of Trustees shall develop and periodically revise a plan for continuing education for all members and officers of the Board of Trustees in order to ensure that trustees keep abreast of their fiduciary responsibilities.

## Article IX - Pension Benefits

### 1. *Active Duty and Age Requirements*

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

- a) Be at least fifty (50) years of age
- b) Has separated from active service with the Fire Department
- c) Has completed at least ten (10) years of active service with such Fire Department before retirement
- d) Has been a member of the Association in good standing at least ten (10) years prior to such retirement

### 2. *Deferred Member*

A member of the Association, who has performed active service of ten (10) years or more, but has not reached the age of fifty (50) years, shall be placed on the deferred pension roll of the Association. After they have reached the age of fifty (50) years, the Association shall, upon their application therefore, pay their pension from the date the application is approved by the Association. The member shall be paid the service pension in accordance with Article IX, Section 3.

### 3. *Pension Benefit*

Each member is entitled to either a monthly service pension benefit or a lump sum service pension benefit calculated as follows:

#### Monthly Service Pension

*Effective 01/01/2005: A monthly service pension shall be calculated by multiplying \$48.00 times each year that the member has been an active firefighter in the Fire Department and member in good standing of the Relief Association, up to a maximum pension of \$1536.00.*

*Effective 01/01/2006: A monthly service pension shall be calculated by multiplying \$50.00 times each year that the member has been an active firefighter in the Fire Department and member in good standing of the Relief Association, up to a maximum pension of \$1600.00.*

*Effective 01/01/2007: A monthly service pension shall be calculated by multiplying \$52.00 times each year that the member has been an active firefighter in the Fire Department and member in good standing of the Relief Association, up to a maximum pension of \$1664.00.*

*Effective 01/01/2008: A monthly service pension shall be calculated by multiplying \$54.00 times each year that the member has been an active firefighter in the Fire Department and member in good standing of the Relief Association, up to a maximum pension of \$1728.00.*

*Effective 01/01/2009: A monthly service pension shall be calculated by multiplying \$56.00 times each year that the member has been an active firefighter in the Fire Department and member in good standing of the Relief Association, up to a maximum pension of \$1792.00.*

Lump Sum Service Pension:

A lump sum service pension shall be calculated as follows:

- (i) For the period prior to 2011: 100 times Years of Service times monthly rate at the time of retirement.
- (ii) For the period from 2011 through May 31, 2013: 150 times Years of Service times monthly rate at the time of retirement.
- (iii) For the period from June 1, 2013 through September 17, 2018: \$10,000.00 per Year of Service.
- (iv) For the period beginning September 18, 2018 and thereafter \$12,400.00 per Year of Service

**4. Definition of Active Firefighter**

A period of time cannot be used to calculate a monthly or lump sum service pension unless during the entire period of time the member satisfies the qualification of “active service”, as found in Article III, paragraph 8 of these bylaws.

**5. Volunteer Separation while Full-Time Fire Department Employee**

Notwithstanding any by-law to the contrary, the Association may pay or continue paying a service pension or disability benefit to a member who has not separated from “active service” as defined herein with the Fire Department if:

- a) The Member is employed by the City of Eden Prairie to perform duties within the Fire Department on a full-time basis subsequent to retirement as a volunteer firefighter, and
- b) The City Manager or the Fire Chief has filed a determination with the Association’s Board of Trustees that the Member’s experience with and service to the Fire Department in that Member’s full-time capacity would be difficult to replace, and
- c) The Member otherwise meets the requirements of Minnesota Statutes, Chapter 424A, including Minnesota Statute 424A.02, subd.1, and is authorized

to receive a service pension or disability benefit.

#### **6. *Future Increases in Benefits***

Retired and Deferred members who have credit for at least fifteen (15) years of service as an active firefighter with the Fire Department, shall receive all approved increases in the monthly service pension applicable to that member's number of years of active firefighting service. Retired members who have elected to receive a lump sum pension payment shall not be eligible for any such increases.

#### **7. *Application for Monthly or Lump Sum Benefit***

After retirement as an active firefighter with the Fire Department, a member shall make application for a service pension to the Board of Trustees. The application shall also include an irrevocable election by the member of either a monthly service pension or lump sum service pension, but not both. All applications for pensions shall be submitted to the Board of Trustees at a regular or special meeting of the Board, and shall contain the following information:

- a) the age of the applicant
- b) the period of time the member performed duties as an active firefighter for the Fire Department
- c) the member's number of years of membership in good standing of the Association
- d) the date the member retired as an active firefighter from the Fire Department
- e) such other and further information as the Board of Trustees may require

#### **8. *Approval***

It shall be the duty of the Board of Trustees to approve applications for service pensions if the applicant meets all of the eligibility requirements set forth in these bylaws. It shall also be the duty of the Board not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the Board shall return the application to the applicant within thirty (30) days, noting thereon, with particularity, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full Board in accordance with the review procedure contained in these bylaws, within the next thirty (30) days, on the question of whether the applicant meets all the requirements. If the application is approved, the service pension shall be paid in the manner requested by the applicant pursuant to Article XIV, Timing and Modes of Distribution.

### **9. *Notice of Intent to Retire***

It shall be the duty of each member who intends to retire and request a service pension from the Association, to file a notice of intent to retire. Such notice shall be in writing and shall be filed with the Secretary not less than three (3) months prior to the date of retirement and submission of application for service pension. Upon receipt of such notice of the intent to retire, the Secretary shall provide any notices to the applicant as required by state or federal law with respect to pension or benefit payments.

## **Article X - Ancillary Benefits**

### **1. Eligibility**

A member, who is disabled with a fire service related disability, shall be eligible to collect a disability benefit. The member shall be eligible to receive the disability benefit immediately upon approval of the Board of Trustees.

### **2. Disability Defined**

Disability is defined as the inability to engage in performance of all essential duties as a firefighter by reason of a medically determinable physical or psychological impairment that arose out of and is caused by an injury or sickness incurred in the line of duty and is certified by a physician, surgeon or chiropractor acceptable to the Board of Trustees, which can be expected to last for a continuous period of not less than twelve (12) months or can be expected to result in death.

### **3. Reports Required**

No member shall be paid disability benefits except upon the written report of a physician, surgeon or chiropractor. 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.

### **4. Disability or Pension Benefits**

Any such disability benefit paid in accordance with this section shall be in lieu of all rights to further service pension and survivor's benefits during the period that it is being paid. A disability benefit shall be considered a normal service pension after age fifty (50) for any member with at least ten (10) years of active service.

### **5. Proof of Disability**

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

### **6. Grievance Procedure**

If the applicant for disability benefits feels that he/she has been aggrieved by any action of the Board, the member 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.

### **7. Calculation of Benefit**

In the event a member incurs a disability as defined in this article, the Association shall pay to such member a monthly disability payment, for the time of such disability. The monthly disability benefit shall be equal to the monthly service pension to which the member would have been entitled at age fifty (50) without regard to whether the member has attained the minimum number of years of active firefighting service and Association membership specified by these bylaws.

**8. *Entitlement to Future Increases***

A member currently receiving a disability benefit shall receive all approved increases in the monthly service pension applicable to that member's number of years of active firefighting service.

## **Article XI - Death Benefit**

### **1. Entitlement to Benefit**

In the event of the death of an Active or Deferred member of the Association, the surviving spouse, if any, shall be paid one hundred (100%) percent of the lump sum benefit for each year of service. If such member who has no surviving spouse leaves a surviving child or children, such child or children as a group shall be paid one hundred (100%) percent of the lump sum benefit for each year of active service. If such member has no spouse and no surviving children but has a designated beneficiary on file, such beneficiary shall be paid one hundred (100%) percent of the lump sum benefit for each year of active service. If such member has no spouse, no surviving children, and no designated beneficiary, the member's estate shall be paid one hundred (100%) percent of the lump sum benefit for each year of active service. Such death benefits are payable without regard to minimum or partial vesting requirements.

If an Active member dies before completing one year of active service, the Association shall pay a death benefit of ten thousand (\$10,000) dollars to his/her surviving spouse, surviving children or designated beneficiary on file; in the same order and procedure as described above.

In the event of the death of a Retired association member, receiving a monthly pension benefit, the surviving spouse, if any, shall be paid monthly, until their remarriage or death, two-thirds (2/3) of the Retired members monthly service pension for each year of active service. If such member leaves a surviving child or children, in addition to a spouse, such child or children, in the aggregate, shall be paid, monthly, the sum of one-third (1/3) of the monthly service pension for each year of active service. If such member is survived only by a child or children, such child or children, in the aggregate, shall be paid, monthly, the sum of one hundred (100%) percent of the monthly service pension for each year of active service.

### **2. Termination of Children's Benefit**

Benefit payments to or on behalf of a surviving child shall cease when the child reaches the age of eighteen (18) or, in the case of any child who furthers his or her education, by attending college or technical school, when that child graduates with his/her undergraduate degree or technical degree, quits school, reaches the age of twenty-two (22), or fails to provide proof of current educational enrollment, whichever occurs first. Any child furthering his or her education and wishing to qualify for benefits must produce annually, in a form satisfactory to the Board of Trustees, proof that the child is a full-time student in a college or trade school.

### **3. Entitlement to Future Increases**

Death benefits payable to a surviving spouse or children shall be increased to the extent that the monthly service pension is increased for current members who have the same number of active years of service as the deceased member.



## **Article XII - Application for Disability and Death Benefits**

### **1. *Disability Benefit Application***

All applications for disability benefits shall be submitted to the Board of Trustees in writing, on forms furnished by the Secretary, at a regular or special meeting of the Board. The application shall be accompanied by a certificate from a physician, surgeon or chiropractor setting forth the findings regarding whether the member has a qualifying disability. The physician, surgeon or chiropractor's opinion shall also include findings regarding the nature and probable duration of the illness or injury, the cause thereof, the length of time the applicant has been and will be unable to perform any of the essential duties as an active firefighter, and an estimate of the time at which the applicant will be able to return to the duties as an active firefighter. The Board of Trustees, in its discretion, may require an independent medical examination, at the Association's expense, to review the qualifications of the member for a disability benefit.

### **2. *Death Benefit Application***

Applications for benefits by surviving spouses and children shall be submitted to the Board of Trustees in writing, on forms furnished by the Secretary, at a regular or special meeting of the Board. The application shall include the date and cause of death, a certified marriage certificate for a surviving spouse and certified birth certificate for a surviving child, plus such other and further information as the Board of Trustees deems appropriate.

### **3. *Action on Applications***

No disability or death benefits shall be paid until the application therefore has been approved by a majority vote of the Board of Trustees. Decisions of the Board shall be final as to the payment of such benefits and shall be based upon the criteria established in these bylaws and applicable law.

## **ARTICLE XIII – SUPPLEMENTAL BENEFIT**

### **1. *Payment of Supplemental Benefit***

Upon the payment by the Association of a lump-sum distribution to a qualified recipient, the Association must pay a supplemental benefit to the qualified recipient. A qualified recipient is an individual who receives a lump sum distribution of pension benefits from the Association for service as a volunteer firefighter. Notwithstanding any law to the contrary, the Association may pay the supplemental benefit out of its Special Fund. The amount of this benefit equals ten (10%) percent of the regular lump-sum distribution that is paid on the basis of service as a volunteer firefighter. In no case may the amount of the supplemental benefit exceed one- thousand (\$1,000) dollars.

## **Article XIV - Funds**

### **1. Allocation**

All money received from the Association shall be kept in two separate funds. Disbursements from the funds shall be in accordance with Minnesota Statutes and rules and bylaws of the Association.

### **2. General Fund**

The funds received by the Association from dues, fines, application fees, entertainment and other miscellaneous sources shall be kept in the General Fund of the Association, on the books of the Treasurer, and may be disbursed to conduct the routine business of the Association or for any purpose reasonably related to the welfare of the Association or its members, as authorized by the Board or the general membership. Expenditures greater than \$500.00 require approval by a majority of the members present and voting at any annual or special meeting of the members.

### **3. Special Fund**

All funds received by the Association qualifying as state aid received pursuant to law, all taxes levied by or other revenues received from the city present to law providing for municipal support for the Association, any moneys or property donated, given, granted or devised, excluding fund-raiser proceeds, by any person which is specified for the use for the support of the Special Fund, and any interest earned on the assets of the Special Fund. Any tax sources and other money which may be directly donated or transferred to said fund, shall be kept in a separate account on the books of the Treasurer known as the Special Fund and shall be dispersed only for the following purposes:

- a) payment of members' service pension benefits in accordance with state law and with these bylaws
- b) payment of ancillary benefits in accordance with state laws and these bylaws
- c) payment of supplemental benefits in accordance with state law and these bylaws
- d) administrative expenses as limited by Minn. Stat. 69.80

All other expenses of the Association shall be paid out of the General Fund.

### **4. Method of Disbursement**

No disbursement of funds of this Association shall be made except by checks drawn by the Treasurer and countersigned by the President 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 members, in case of disbursement from the General Fund). In no event shall a disbursement be issued until the claim to which it relates has been approved by the Board of Trustees. Disbursement also may be made by electronic fund transfers so long as the Treasurer and President have previously authorized such transfers.

### **5. *Deposit of Funds***

All money belonging to the Association shall be deposited to the credit of the Association in such banks, trust companies, saving and loan associations or other depositories as the Board of Trustees may designate. The Board of Trustees shall make deposits in conformance with state statutes, the bylaws and the investment policy.

## **Article XV - Timing and Modes of Distribution**

### **1. *Distribution Choices***

Members who choose a monthly service pension shall be governed by Article IX, Section 3(a).

A member who chooses a lump sum pension option shall be offered the following benefit payment methods:

- a) a single lump sum payment payable to the eligible retiree
- b) rollover to an IRA account pursuant to Article XV, Section 2

### **2. *IRA Rollover***

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

## **Article XVI - Procedure for Review**

### **1. *Entitlement to Appeal***

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

### **2. *Un-approved Application***

If an application is not approved, the Board shall return the application to the applicant within thirty (30) days, noting thereon, with particularity, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full Board, on the question of whether the applicant meets all of the eligibility requirements. The member shall appeal by furnishing the Board with a written intent to appeal that is filed with the Secretary of the Association within thirty (30) days of receiving an adverse determination. The intent to appeal shall be certified by the member.

### **3. *Special Meeting for Appeal***

The Board of Trustees shall hold a special meeting within sixty (60) days of receipt of the written intent to appeal. Timely notice of the meeting shall be given to the member at least fifteen (15) days prior to the special meeting. The member shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the negative determination. The Board reserves the right to engage the services of a mediator, acceptable to both parties, at any time during the appeal. The mediator shall be selected from the Rule 114 Supreme Court Roster. The cost of the mediator shall be split in half between both parties.

## **Article XVII - Limits on Benefits**

### **1. *Domestic Relations Order***

A qualified domestic relations or domestic relations order shall be accepted by the Association if in compliance with state and federal law. A distribution made pursuant to a domestic relations order shall be treated as made pursuant to qualified domestic relations order as specified by I.R.C. 414 (p) (11), as amended. No benefits shall be paid under a domestic relations order which requires the plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan or under state law.

Exhibit A of these Bylaws are guidelines for terms which must be included in any domestic relations order to be considered consistent with these Bylaws and eligible for approval by the Board.

### **2. *Garnishment, judgment or legal process***

No service pension or ancillary benefits paid or payable from the Special fund of the Association to any person receiving or entitled to receive a service pension or ancillary benefits shall be subject to garnishment, judgment, execution or other legal process, except as provided in Minnesota Statutes, Sections 518.58, 518.581, or 518A.53.

### **3. *Assignment of Benefits***

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

### **4. *Limitations on Ancillary Benefits***

Following the receipt of a lump sum death benefit, neither a member's surviving spouse or estate is entitled to any other or further financial relief or benefits from the Association except those described in Article XIII- Supplemental Benefits.

### **5. *Benefit Limitations***

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

## **Article XVIII - Amendments**

### **1. *Amending the Bylaws***

The bylaws of the Association may be amended by completing the following procedure:

- a) Notice of the proposed amendment is given to each member not less than ten (10) days prior to the regular or special Association meeting at which the amendment will be considered
- b) at an Association meeting, the amendment is adopted by a favorable vote of two-thirds (2/3) of the membership present and voting, provided that a quorum is present
- c) the amendment is approved by the City of Eden Prairie City Council

## **Article XIX - Notice**

### **1. *Amendment Notices***

Notices to the membership of a change to these bylaws shall be delivered in the following manner:

- a) shall be posted at each fire station
- b) shall be sent by U.S. Mail or email to each deferred member of the Association
- c) shall be sent by U.S. Mail or email to each retired member of the Association



## Article XX - Effective Date

These bylaws were adopted by the Membership on the 8th day of December 2022 and supersede all prior bylaws of this Association.

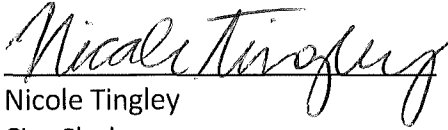


Association President  
Collin O'Brien



Association Secretary  
Thomas Wilson

These bylaws were approved by the City of Eden Prairie City Council on the 3rd day of January 2023.



Nicole Tingley  
City Clerk  
City of Eden Prairie, MN

## EXHIBIT A

### Guidelines for Qualified Domestic Relations Order Terms

	<b>Triggering Event</b>	<b>Payment to Alternate Payee</b>
1	Retirement of participant.	Court –assigned fraction in the same form as elected by participant.
2	Death of participant before benefits commence.	Lump sum payment of court-assigned fraction.
3	Death of participant after monthly benefits commence.	Payments stop.
4	Death of alternate payee before benefits commence.	No payment to alternate payee or his/her estate.
5	Death of alternate payee after benefits commence.	Payments stop.