



Trail to the Past. Road to the Future.

REGULAR CITY COUNCIL MEETING

MANTORVILLE CITY COUNCIL CHAMBERS

21 5TH STREET E, MANTORVILLE, MN 55955

Monday, August 26, 2024

6:30 PM

1. Call to Order

2. Pledge of Allegiance

3. Adopt the Agenda

4. Consent Agenda *

- A. County Commissioners Regular Minutes 7.23.24
- B. Mantorville Fire Department General Meeting Minutes August 2024
- C. Accounts Payable-Warrant List 8.26.24
- D. Council regular Meeting Minutes for 7.22.24
- E. Dodge County Sheriff's Office Contract for 2025
- F. Resolution 2024-18 Accepting Donation from KMTEL for National Night Out

5. Proclamations, Presentations and Recognitions – *No Items*

6. Public Concerns

Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to come to the podium and state their name and address for the Clerk's audio and written record. Each individual has 5 minutes. Generally, the City Council will not take official action on items discussed at this time but may, typically, refer the matter to Staff for a future report or direct that the matter be scheduled on an upcoming agenda.

7. Public Safety Update

8. Public Hearing – *No Items*

9. New Business

- A. Discussion of Dodge Center Special Taxing District
- B. Approval or Denial of Casey's proposed signage change *
- C. Rough Draft of 2025 Budget

10. Old Business – *No Items*

11. Tabled Items – *No Items*

12. Reports

- A. Public Works Report
- B. City Clerk Report
- C. Consultant Report

- D. Committee Reports
Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Township
- E. Councilmember Reports
- F. Mayor's Report

13. Executive Session –No Items

14. Adjourn *

<i>Upcoming Meetings and Events in Mantorville:</i>		
<i>August 27, 2024</i>	<i>6:30pm</i>	<i>Parks & Recreation Meeting</i>
<i>September 2, 2024</i>	<i>Labor Day</i>	<i>City Offices Closed</i>
<i>September 3, 2024</i>	<i>6:25pm</i>	<i>EDA Monthly Meeting</i>
<i>September 4, 2024</i>	<i>1:30pm</i>	<i>Ribbon Cutting for HWY 57 Project</i>
<i>September 6-8, 2024</i>	<i>All day</i>	<i>Marigold Days Festivities</i>
<i>September 9, 2024</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>Members of the City Council and other Boards may be in attendance at all meetings and community events in Mantorville</i>		

* Indicates Council Action Items Requiring Council Approval

**UNAPPROVED MINUTES OF THE
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD
JULY 23, 2024**

Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session July 23, 2024, in the Board Room at the Dodge County Government Services Building, Mantorville, MN, at 5:00 p.m. Chair John Allen called the meeting to order at 5:00 p.m.

Attendee Name	Title	Status	Arrived
John Allen	District 1	Present	5:00 PM
Tim Tjosaas	District 2	Remote	5:00 PM
Rodney Peterson	District 3	Present	5:00 PM
Rhonda Toquam	District 4	Present	5:00 PM
David Kenworthy	District 5	Present	5:00 PM

It was noted that Commissioner Tjosaas was attending remotely from 1220 South Grand Avenue, Sun Prairie, WI.

Pledge of Allegiance

The pledge of allegiance was recited.

Determine Quorum

The Chair acknowledged those present and established there was quorum.

Also present:

Jim Elmquist County Administrator
Becky Lubahn Deputy Clerk
Paul Kiltinen County Attorney

Establish Agenda

Agenda Approved as Amended

It was reported that the agenda is being amended to include the addition of item 7.1 on the agenda under the County Attorney. This is a request to purchase parcels 24.028.0501 & 24.429.0100. Also noted was that item 1.3 on the Consent Agenda should read Final Payment for SAP 020-604-013. The material in the Board packet for this item was correct, however the title that was submitted was incorrect.

Motion by Peterson seconded by Kenworthy to approve and adopt the agenda as amended to include the addition of a land purchase request as item 7.1 under the County Attorney agenda items and a title

correction for item 1.3 as presented.

Motion Adopted [Unanimous]

Consent Agenda

Motion by Toquam seconded by Kenworthy to approve the following Consent Agenda items:

Motion Adopted [Unanimous]

- 1.1. Committee of the Whole - Committee Meeting - Jul 9, 2024 9:00 AM
- 1.2. Board of Commissioners - Regular Meeting - Jul 9, 2024 9:30 AM
- 1.3. Final Payment for SAP 020-604-013

Jim Elmquist, County Administrator & Lynn Kermes, Insurance Consultant Insurance Consultant Services

Mr. Elmquist informed the Board that Dodge County has never worked with a broker/consultant in the past, but they believe it is time to at least explore a relationship with a consultant that can negotiate insurance premiums on behalf of Dodge County. Counties they have reached out to include Wabasha and Goodhue, and both have a relationship with Lynn Kermes from Intellicents and highly recommend his services. Included in the Board packet was information about the Intellicents organization, the services they provide, and the cost structure. It was recommended that they build the consultant fee into the insurance premium. Intellicents' hope is that they can negotiate a premium savings that will more than make up for the cost of their services, although there is no guarantee of that. Intellicents also provides many other services that would be very helpful if Ms. Hager were to transition into early retirement for health reasons. Lynn Kermes and Kevin Dultiz from Intellicents were available via Zoom to answer questions.

Mr. Kermes informed the Board they will work with Dodge County employees to find out what they need for insurance coverage and help them determine what is the best coverage for the county.

Vice President of Employee Benefits, Kevin Dulitz informed the Board that they will advocate for Dodge County and make sure the employees are signing up for the best insurance plan for them as well as help them with other insurance related questions and concerns regarding coverage.

It was Commissioner Peterson's understanding that Intellicents would work with Dodge County to find the right insurance carrier to work with us and that they would also work with our employees to make sure they get the best service available that would meet their needs.

Lynn Kermes stated Mr. Peterson is correct in his understanding of their services.

Commissioner Allen reported that he would like the Intellicents staff to physically come to a meeting here in Dodge County and make their presentation.

Mr. Elmquist informed the Board that there is a timing problem in negotiating insurance premiums for 2025, that is why they are presenting this item today. The County Administrator reported that he and the Employee Relations Director have met with Intellicents staff and that Intellicents was referred to them by other counties.

Mr. Kermes discussed how they could work with our employees to go over pre-op insurance related things that employees need to know as well as assist with billing questions or concerns.

Commissioner Toquam's take-away from Mr. Kermes comment was that if there is a dispute with a claim, this firm would work with our employees and the providers to resolve the issue.

Mr. Dulitz stated they will do everything they can to assist our employees without violating the employees trust or the HIPAA requirements.

It was noted that the deadline for beginning the insurance premium negotiations process is August 1st.

Mr. Kermes informed the Board that they could do a 1-year contract with the county, and if they are happy with their services they could renew the contract after the first year.

The consulting fee was discussed. Group health insurance consulting fees were listed as follows:

\$1,500 per month

Total estimated yearly fees - \$18,000

The Intellicents group insurance consulting fee may be paid either directly by Dodge County to Intellicents, or they could be included in the medical plan rates.

Commissioner Allen stated that he was not happy with the fact that the County Board was just hearing about this now and that they were being asked to make a decision tonight. Mr. Allen stated that he would have preferred that the Intellicents staff come and meet with them face to face or that this item would have been presented sooner.

Motion by Kenworthy seconded by Peterson to approve and authorize Mr. Elmquist and Ms. Hager to work with a broker/consultant from Intellicents to negotiate insurance premiums on behalf of Dodge County for 2025.

Motion Adopted [4 to 1]

Travis Martin, Assistant Highway Engineer

Set Hearings for CR A and CR B Turnback

Mr. Martin reported that the turnback of County Road A and realignment of County Road B has been discussed with the respective townships, Concord, Cherry Grove, and Kenyon. They now need to schedule public hearings in each of the respective town halls. The Highway Department

generally schedules these hearings to be a half hour before the township’s general meetings. The Highway Department will need to notify the township at least 30 days prior to the date of the hearing. The Highway Department would also like to have 2 to 3 Commissioners present at each hearing to address the public concerns. The following are the township’s scheduled meeting times. Each hearing would be scheduled half an hour before the township’s noted time.

Concord - 2nd Thursday of the month, 7:00 p.m. (next possible meeting is September 12th or October 10th).

Cherry Grove - 3rd Wednesday of the month, 8:00 p.m. (next possible meeting is September 18th or October 16th)

Kenyon - 2nd Monday of the month, 7:00 p.m. (next possible meeting is September 9th or October 14th)

Motion by Toquam seconded by Kenworthy to set the public hearing dates for the turnback of County Road A and the realignment of County Road B as follows:

- October 10th - 6:30 p.m. - Concord Township
- October 16th - 7:30 p.m. - Cherry Grove Township
- October 14th - 6:30 p.m. - Kenyon Township

Motion Adopted [Unanimous]

Lisa Kramer, Finance Director

Bills Reviewed

Motion by Kenworthy seconded by Peterson to approve the bills as discussed in the following amounts from the appropriate funds as determined by Finance:

01	Revenue Fund	\$ 1,686,676.05
13	Road and Bridge Fund	\$ 90,811.43
16	Environmental Quality Fund	\$ 14,182.57
37	Debt Fund-County Go	\$ 48,805.25
80	Agency Fund	<u>\$ 1,192.00</u>
	Total	\$ 1,841,667.30

Motion Adopted [Unanimous]

Professional Services Agreement Between TriMin Systems Inc. and Minnesota Counties Computer Coop

Ms. Kramer reported that Minnesota Counties Computer Cooperative has negotiated and approved the contract for support and maintenance of IFSpi, the county’s financial software, from TriMin Systems, Inc. for January 1, 2025, until December 31, 2027. As a member County Dodge needs to ratify the contract also. The Finance Director has given the contract to Mr. Kiltinen for his review; however the contract terms are set since it has been approved at the

Joint Powers Board level.

Motion by Peterson seconded by Kenworthy to approve and authorize the Chair to sign the proposed Professional Services Agreement Between TriMin Systems Inc. and Minnesota Counties Computer Coop for support and maintenance of IFSpi, effective January 1, 2025 through December 31, 2027.

Motion Adopted [Unanimous]

Lisa Kramer, Finance Director

MCCC Tyler Tax Participation Agreement/Tyler Pricing Quote

Ms. Kramer presented for the Board's consideration a request to replace the county's current Avenu tax software. This software runs on an increasingly rare As400 server. Tyler Tax is becoming the dominant tax software in the state as it is the only sequel server-based tax software provider accepting new counties. Dodge County's conversion would be scheduled for 3rd quarter 2025. Tyler Tax has done several counties similar in size to Dodge and several using Avenu tax, so it should be a smooth conversion.

It was reported that the conversion and first year subscription fee will be levy neutral. In the past years planning for this conversion \$229,534 capital has been set aside from finance to general fund balance. Additionally, Dodge County has \$45,674.93 in its member account at MCCC. This was a deposit on the new Avenu product that never appeared, and Dodge County's share of the current Avenu product's enhancement fund. The combined total of \$275,208.93 is more than the quoted cost of \$250,880 from by Tyler for implementation, travel, and year one support.

At this time, they are only interested in Tyler's tax product. Land Records is happy with Vanguard Assessment, and Tyler has other counties with a Tyler Tax Vanguard Assessment set up.

Included in the Board packet was the the MCCC Participation Agreement and Dodge County's price quote from Tyler. The master agreement was given to Paul Kiltinen for review. It was noted that tonight is an opportunity for the Board to see the agreement, costs, and revenue sources. Ms. Kramer and Mr. DeCook will come back at the next meeting to request the replacement of the county's current Avenu tax software.

This items will be submitted for approval at the next meeting.

Motion No Vote

Tobey Hicks, IT Director

Sheriff Server Replacement

Mr. Hicks reported that the current server is no longer meeting the needs of the Sheriff's Office. The server is over 5 years old, has no warranty, and is out of storage space. IT has budgeted funds for this server to be replaced in 2024. Although IT didn't budget all the funds for this

total cost, the Sheriff's Office has the delta to cover the anticipated storage needs for the next 5 years. IT has \$14,000 set aside for this replacement and the Sheriff's Office will cover the delta of \$11,363.50. The grand total for this server replacement will be \$25,363.50 and this upgrade should cover the Sheriff's Office needs for the next 5 years.

Motion by Kenworthy seconded by Peterson to approve and authorize the IT Department to order a new Dell server for the Sheriff's Office as requested at an cost of approximately \$25,363.50.

Motion Adopted [Unanimous]

Paul Kiltinen, County Attorney

Request to Approve Land Purchase

The County Board was presented with a purchase agreement for tax parcels 24.028.0501 & 24.429.0100, the county would be purchasing the land from Schuette Enterprises for the amount of \$325,000 with a closing date on or before August 15, 2024.

Motion by Peterson seconded by Toquam to approve and authorize the Chair and County Administrator to sign a purchase agreement with Schuette Enterprises to purchase parcels 24.028.0501 & 24.429.0100 according to the terms of the purchase agreement at a cost of \$325,000.

Motion Adopted [Unanimous]

Legal Update

The County Attorney didn't have a legal update to provide.

Motion No Vote

Jim Elmquist, County Administrator

Personnel Agenda Reviewed

Mr. Elmquist presented the Personnel Agenda for the Board's consideration. It was pointed out that the department listed for item A was incorrectly listed as the Highway Department. The correct department is Public Health.

Motion by Toquam seconded by Peterson to approve the following personnel actions:

A. Public Health

- A.1 Mayra Monarrez - Community Health Worker
Step increase from B23 step 8 \$23.04 to B23 step 7 \$23.76.
Effective Date: 7/18/24

B. Sheriff's Office

- A.1 Part-time Sheriff's Office staff review of FTE status. The following changes need to be made according to average hours worked. The next audit will be 1/2025.

Michael Weaver - Courthouse Deputy
Increase FTE from on-call to .35 FTE.
Effective Date: 7/1/24

Motion Adopted [Unanimous]

SEMMCHRA Preliminary Levy Request 2025

The County Administrator informed the Board that Buffy Baranek does not plan to attend the meeting as they both thought the proposal was straight forward with few changes from last year.

Included in the Board packet was the preliminary HRA levy request for SEMMCHRA's 2025 Levy.

Commissioner Toquam pointed out that the proposed resolution did not include a dollar amount.

The County Administrator reported that the dollar amount that will be included in the resolution is \$55,540.

Commissioner Peterson offered the following resolution (#2024-27), seconded by Commissioner Toquam:

RESOLUTION APPROVING PRELIMINARY SPECIAL BENEFIT TAX LEVY OF SOUTHEASTERN MINNESOTA MULTI-COUNTY HOUSING AND REDEVELOPMENT AUTHORITY PURSUANT TO MINNESOTA STATUTES, SECTION 469.033, SUBD. 6, AND APPROVING A BUDGET FOR FISCAL YEAR 2025

WHEREAS, the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (the "Authority") was created by action of the Boards of Commissioners of Dodge, Goodhue, Wabasha and Winona Counties (collectively referred to as the "Counties") pursuant to Minnesota Statutes, Section 469.004; and

WHEREAS, pursuant to such action on the part of the Counties and Minnesota Statutes, Sections 469.001 to 469.047 (the "Act"), the Authority was granted all of the same functions, rights, powers, duties, privileges, immunities and limitations as are provided for housing and redevelopment authorities created for cities under the Act; and

WHEREAS, Section 469.033, subd. 6, of the Act permits the Authority to levy and collect a special benefit tax of up to .0185% of taxable market value upon all taxable property, both real and personal, within the Authority's area of operation; and

WHEREAS, the Authority has requested that the Board of Commissioners of Dodge County approve the preliminary levy of such a special benefit tax in the amount of \$55,540 to be levied upon all taxable market value of taxable property within the Authority's area of operation contained within Dodge County; and

WHEREAS, the Board of Commissioners of Dodge County has considered such request by the Authority and believes that consenting to such a preliminary special benefit tax levy by the Authority is in the best interests of Dodge County and its residents; and

WHEREAS, the Authority is also required pursuant to Section 469.033, subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedures of the Counties in the same manner as required of executive departments of the Counties and the amount of the tax levy for the following year shall be based upon that budget and approved by the Counties; and

WHEREAS, the Authority has presented to the Board of Commissioners of Dodge County a copy of a proposed budget for its operations for fiscal year 2025.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Dodge County as follows:

Section 1. That the budget for fiscal year 2025 for the operations of the Authority as presented for consideration by the Board of Commissioners of Dodge County is hereby in all respects approved.

Section 2. That the levy of a preliminary special benefit tax pursuant to Minnesota Statutes, Section 469.033, subd. 6, is hereby consented to with respect to taxes payable in calendar year 2025 in the amount of \$55,540 to be levied upon all taxable market value of taxable property within the Authority's area of operation within Dodge County.

Resolution Adopted [Unanimous]

Mr. Elmquist provided the Board with a County Administrator update.

Motion No Vote

Public Health Committee Report - Commissioner David Kenworthy

Commissioner Kenworthy presented a summary of the Public Health Committee report and action items.

Public Health Update

Commissioner Kenworthy briefly discussed the following with the Board:

- 1) FRC Listening Sessions were held in Hayfield and Dodge Center by MN Prairie. They are working on reaching out to those that were registered but not in attendance. Attendance in Hayfield was very poor. Attendance in Dodge Center was better but all individuals were there for professional purposes.
- 2) Cannabis presentations have been provided at both Mantorville and Hayfield City Council meetings in the month of July. Currently, individuals who were verified as Social Equity applicants are allowed to get pre-approval starting July 24 - August 12. It's unclear what the next phase will be once that process ends.
- 3) Environmental Services brought forth concerns related to a public health nuisance.

More information will be available regarding the extent after this submission.

- 4) Staffing update.

Motion No Vote

Public Safety Committee Report - Commissioners Rhonda Toquam

Commissioner Toquam presented a summary of the Public Safety Committee report and action item.

Donation to Purchase Equipment for DCSO

Commissioner Toquam reported that an anonymous donor would like to donate \$1,000 to the Dodge County Sheriff's Office for equipment the office may need.

Commissioner Toquam offered the following resolution (#2024-28), seconded by Commissioner Peterson:

WHEREAS, the Dodge County Sheriff's Office from time to time receives donations from individuals and/or organizations; and

WHEREAS, the Dodge County Sheriff's Office wishes to accept this donation and utilize it to help fund equipment for the Sheriff's Office; and

WHEREAS, pursuant to Minnesota Statute 465.03, the county shall by resolution of the governing body adopt by a two-thirds majority of its members accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor.

NOW THEREFORE BE IT RESOLVED, that the Dodge County Board of Commissioners hereby accept the following donation to be used for the purchase of equipment for the Sheriff's Office.

\$1,000 Citizen Donation

Resolution Adopted [Unanimous]

Administration Committee Report - Commissioner John Allen

Commissioner Allen presented a summary of the Administration Committee report and action items.

Commissioners provided their agency reports. Commissioner Allen attended a Honors Banquet at the Fair for the Hesper family who were named the Farm Family of the Year. Commissioner Kenworthy attended a SECB Committee meeting, a Fairview Care Center meeting and a Public Health meeting. Commissioner Peterson attended a NaCO Annual Convention, a Dodge Fair picnic, a Human Services Performance Council meeting and a Performance Measurement Workgroup meeting. Commissioner Tjosaas attended a MNPrairie Finance meeting virtually, a MNPrairie meeting and a HRC meeting. Commissioner Toquam attended a SCHA Joint

Powers Board meeting, a MNPrairie Joint Powers Board meeting, a SEMMCHRA meeting, a SCHRC Joint Power Board meeting, a Fairview Care Center meeting and a County Board meeting.

Motion No Vote

There were no Other Deferred Business items to discuss.

Motion No Vote

Adjourn

Meeting Adjourned

The Chair adjourned the meeting at 5:57 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on August 13, 2024 at 9:30 a.m.

Motion No Vote

MANTORVILLE FIRE DEPARTMENT

August 2024 General Members Meeting

Call to Order:

- The meeting was called to order at:19:30

Member's in Attendance:

- JJ, Curt, Jeff, Dave, Rog, Paul, Don, Russ, Scott K, Steve, Travis, Joey, Annabelle, Kyle, Duke, Nate S, Ryan, Logan, Annika, Angel, Scott S, Bob

Chief's Report:

- NNO-
 - Thanks to those that helped
 - A thank you card is on the Board form the city
- Controlled Burn
 - Will be partnering with KFD for a burn in late Oct/early Nov around the Landfill (more to follow)
- Working with County for updating hydrant locations within Active 9112
- City Budget
 - Radios, drains
- Responding in personal vehicles
- Big Iron
 - Bartending Friday night again- plan to arrive by 1700 or when available
 - Please contact me if you're planning on helping
- Marigold
 - Hall clean and prep Wed night
 - Food prep Thurs night BBQs and blackstones cleaned and ready
 - Saturday will be all hands first thing until the transition to bar set up complete
 - Field of flags at 1300 Government Building
 - All hands back on by 1600 to close street down and put fence up
 - Truck wash Sunday morning
 - Parade
 - Water wars
 - Hall clean up
- Fire Prevention Open House
 - Chair of the event-
- Steve's Resignation

Assistant Chief:

-

Deputy Chief:

- MSFDA Conference & training - 9/20-21 in Mankato

Fire Marshall:

-

- o 1 Co Call
- o 1 Cancel

Training Officer:

- Fit test and physicals are done
- Marigold days set up for Sept

Equipment:

- Everything ordered came in
- 3 more bases for the lights \$239 ea. Every truck will have a base and a light
- Combe tool from Winona

Vehicles:

- Betsy- In our Shed.
- Pumper 1-
- Pumper 2 - Going to peterbilt shortly
- Chevy Pick Up -
- Tanker 1 -
- Tanker 2 -
- Grass Rig -
- Rescue Truck - Strobe light out on driver side

First Responder's:

- Two SEEMS training in Sept due to Fire Prevention Open House in October
- AED 2 for 1

Treasurer

- Bills: \$10,405.19
- Discussed bills
- Motion made by:Steve to pay bills as stated
- 2nd by:Annabelle
- Motion carries

New Business:

- Motion to purchase a battery and charger for roughly \$250- Steve S
 - o 2nd by-Travis B
- Motion to buy 3 new lantern chargers for roughly \$250 a piece by- Nate S
 - o 2nd by- Don H
- Motion to purchase \$3000 Combi tool by Curt
 - o 2nd by Annabelle
- Steve Fairchild Retirement
 - o Motion to accept effective 12/31/2024-JJ
 - 2nd-Jeff
- Tristan and Darrian had there baby on 08/15/2024

Old Business:

-

Active Committees

- OSHA/Safety and Accountability: Don, Russ, Tristan, Nate S, Kitzy
- Radios: Paul, Rog, Ryan
- SOG'S/Personnel: Duke, Dave, Annabelle, Paul, Logan, Troy
- Uniform's: Travis, JJ, Orion, Annabelle, Nate S., Ryan, Tristan, Annika
- Explorer program: Nate B., Nate S. Travis, Duke
- Truck/Equipment- Russ, Curt, Paul, Travis, Nate B., Joey, Nate S.

Point Report:

- Motion made by: Russ to approve the point report
- 2nd by: Kyle
- Motion approved.

Clerk/ Calendar

- September Lunch— Joey, Bob, Kyle

- Calendar
 - Sep 3 1900 Officer Meeting
 - Sep 4 1830 1st Wed Drill/Hall cleanup-setup
 - Sep 5 1900 Cook meat
 - Sep 6 1700 Bartending Big Iron Classic
 - Sep 7 0430 Marigold Days breakfast
 - Sep 11 1830 1st Responder Training
 - Sep 18 1800 Maintenance
 - 1900 Food
 - 1930 Members meeting

- Motion made to adjourn by: Curt
- 2nd by: Ryan
- Meeting Adjourned at: 19:58

MANTORVILLE, MN

08/23/24 3:12 PM

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Payments

Current Period: August 2024

Payments Batch 082324PAY		\$41,352.23	
Refer	0 FRANDSEN BANK - ZUMBROTA	-	
Cash Payment	E 312-47000-601 Debt Srv Bond Principal	Plow Truck Principal for 2021A	\$13,000.00
Invoice	8/26/2024		
Cash Payment	E 312-47000-611 Bond Interest	Plow Truck Interest 2021A	\$954.00
Invoice	8/26/2024		
Cash Payment	G 601-23111 General Obligation 2021A	GO 2021A Utility principal	\$11,000.00
Invoice	8/26/2024		
Cash Payment	E 601-49400-611 Bond Interest	Utility Interest GO 2021A	\$873.00
Invoice	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$25,827.00
Refer	0 LINCOLN NATIONAL LIFE INSURA	-	
Cash Payment	G 101-21711 Life Insurance Payable	life and disability for Sept	\$154.02
Invoice	9.1.24 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$154.02
Refer	0 CMS - CONSTRUCTION MGMT. SE	-	
Cash Payment	E 101-42400-300 Professional Srvs (GEN)	July services	\$849.24
Invoice	817-244590-7 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$849.24
Refer	0 MINNESOTA REVENUE	Ck# 006243 8/26/2024	
Cash Payment	G 101-21702 State Withholding	PR 17 2024	\$369.69
Invoice	8.20.24 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$369.69
Refer	0 MN PERA	Ck# 006244 8/26/2024	
Cash Payment	G 101-21704 PERA	PR 17 2024	\$1,174.25
Invoice	8.21.24 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$1,174.25
Refer	0 LOHRBACH, GRETCHEN	-	
Cash Payment	E 101-41410-430 Miscellaneous	Sandwiches for election staff	\$105.03
Invoice	8.12.24 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$105.03
Refer	0 KENNEDY & GRAVEN, CHARTERE	-	
Cash Payment	E 101-41600-304 Legal Fees	Legal for July	\$333.20
Invoice	182885 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$333.20
Refer	0 ON-SITE COMPUTERS, INC	-	
Cash Payment	E 601-49400-300 Professional Srvs (GEN)	service for August	\$12.00
Invoice	CW94769 8/26/2024		
Cash Payment	E 101-41500-300 Professional Srvs (GEN)	service for August	\$438.62
Invoice	CW94769 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$450.62
Refer	0 BLUE CROSS BLUE SHIELD OF MI	-	
Cash Payment	G 101-21715 Employee Paid Vision Plan	Vision Insurance for September	\$20.64
Invoice	240802391293 8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking 10100	Total \$20.64

MANTORVILLE, MN

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Payments

Current Period: August 2024

Refer	0	<u>NCPERS GROUP LIFE INS.</u>	-		
Cash Payment	G	101-21711 Life Insurance Payable	Ins for Sept		\$16.00
Invoice		608900092024	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$16.00
Refer	0	<u>NASH, LYNETTE</u>	-		
Cash Payment	E	101-41500-437 Other Miscellaneous	Sams Club And Hy-vee Reimbursement for food for NNO		\$358.67
Invoice		8.5.24	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$358.67
Refer	0	<u>INTERNAL REVENUE SERVICE</u>	<u>Ck# 006245 8/26/2024</u>		
Cash Payment	G	101-21703 FICA Tax Withholding	PR 17 2024		\$958.38
Invoice		8.21.24	8/26/2024		
Cash Payment	G	101-21709 Medicare	PR 17 2024		\$224.14
Invoice		8.21.24	8/26/2024		
Cash Payment	G	101-21701 Federal Withholding	PR 17 2024		\$713.77
Invoice		8.21.24	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$1,896.29
Refer	0	<u>NASH, LYNETTE</u>	-		
Cash Payment	E	101-46500-437 Other Miscellaneous	EDA Coin Reimbursement		\$60.00
Invoice		8.19.24	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$60.00
Refer	0	<u>RIVERLAND COMMUNITY COLLEG</u>	-		
Cash Payment	E	101-42200-208 Training, Mileage	Forcible Entry Training		\$1,250.00
Invoice		1240383	8/26/2024		
Cash Payment	E	101-42200-208 Training, Mileage	Fire School		\$375.00
Invoice		1195939	8/26/2024		
Cash Payment	E	101-42200-208 Training, Mileage	Fire Officer 1 Hardwick		\$575.00
Invoice		1209524	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$2,200.00
Refer	0	<u>NOLTE, ROGER</u>	-		
Cash Payment	E	101-42200-321 Communications Phone/	Txt Messaging		\$100.00
Invoice		8.14.24	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$100.00
Refer	0	<u>MED COMPASS</u>	-		
Cash Payment	E	101-42200-437 Other Miscellaneous	Fitness Exams		\$2,580.00
Invoice		45990	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$2,580.00
Refer	0	<u>MUNICIPAL EMERGENCY SERVIC</u>	-		
Cash Payment	E	101-42200-437 Other Miscellaneous	Uniforms Fire Dept		\$15.39
Invoice		IN2095213	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$15.39
Refer	0	<u>DAVE SYVERSON TRUCK CENTER</u>	-		
Cash Payment	E	101-42200-228 Equip. Repair and Maint	Truck Maintenance		\$1,675.91
Invoice		7.31.24	8/26/2024		
Transaction Date		8/23/2024	MBT Bank Checking	10100	Total \$1,675.91
Refer	0	<u>BAUER BUILT</u>	-		

MANTORVILLE, MN

08/23/24 3:12 PM

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Payments

Current Period: August 2024

Cash Payment	E 101-42200-228	Equip. Repair and Maint		\$536.00
Invoice	0670111515	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$536.00
Refer	0	ULTIMATE SAFETY CONCEPTS, IN	-	
Cash Payment	E 101-42200-228	Equip. Repair and Maint	Fire Extinguisher Inspection	\$393.60
Invoice	212722	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$393.60
Refer	0	OLMSTED MEDICAL CENTER CLIN	-	
Cash Payment	E 101-43100-229	Safety/OSHA	Random Tests	\$176.00
Invoice	8.1.24	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$176.00
Refer	0	ONSITE COMPANIES	-	
Cash Payment	E 101-45200-410	Rentals	601 Golfview Ct Portapotty	\$82.97
Invoice	001718682	8/26/2024		
Cash Payment	E 101-45200-410	Rentals	Denneson Park	\$127.00
Invoice	0001757732	8/26/2024		
Cash Payment	E 101-45200-410	Rentals	Mantor Field	\$79.00
Invoice	0001757733	8/26/2024		
Cash Payment	E 603-45183-410	Rentals	RV Park	\$84.84
Invoice	0001757734	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$373.81
Refer	0	NAPA	-	
Cash Payment	E 101-45200-404	Repairs/Maint Machiner	Spark Plug	\$4.29
Invoice	488306	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$4.29
Refer	0	MIDWEST MACHINERY COMPANY	-	
Cash Payment	E 101-45200-404	Repairs/Maint Machiner	Socket, Spring, Bumper	\$47.36
Invoice	10169849	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$47.36
Refer	0	MIDWEST LEAK DETECTION	-	
Cash Payment	E 601-49400-300	Professional Srvs (GEN	Investigation of 2 water leaks	\$339.00
Invoice	2363	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$339.00
Refer	0	SAMS CLUB	-	
Cash Payment	E 101-41940-228	Equip. Repair and Maint	Eco Tank & TP	\$358.87
Invoice	8.28.24	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$358.87
Refer	0	MAXSON ELECTRIC	-	
Cash Payment	E 601-49400-220	Bldg.Repair and Mainten	Labor	\$95.00
Invoice	7337	8/26/2024		
Transaction Date	8/23/2024	MBT Bank Checking	10100	Total \$95.00
Refer	0	MENARDS - NORTH ROCHESTER	-	
Cash Payment	E 101-45200-401	Repairs/Maint Buildings	Tree Watering Bags	\$95.90
Invoice	49122	8/26/2024		
Cash Payment	E 101-45200-200	Supplies	DRG Plain	\$41.73
Invoice	49475	8/26/2024		

Payments

Current Period: August 2024

Cash Payment	E 101-45200-401	Repairs/Maint Buildings	Ultima Clear						\$29.97
Invoice	50209			8/26/2024					
Transaction Date	8/23/2024		MBT Bank Checking	10100		Total			\$167.60
Refer	0	US POSTAL SERVICE			-				
Cash Payment	E 101-41500-322	Postage	Stamps Regular						\$104.75
Invoice	8.8.24			8/26/2024					
Transaction Date	8/23/2024		MBT Bank Checking	10100		Total			\$104.75
Refer	0	WHKS & COMPANY			-				
Cash Payment	E 602-49450-303	Engineering Fees	Sewer Lining Assistance						\$570.00
Invoice	51865			8/26/2024					
Transaction Date	8/23/2024		MBT Bank Checking	10100		Total			\$570.00

Fund Summary

	10100	MBT Bank Checking	
101 GENERAL FUND			\$14,424.39
312 GO EQPMT AND UTIL NOTE 2021A			\$13,954.00
601 WATER FUND			\$12,319.00
602 SEWER FUND			\$570.00
603 RV PARK			\$84.84
			<u>\$41,352.23</u>

Pre-Written Checks	\$3,440.23
Checks to be Generated by the Computer	\$37,912.00
Total	<u>\$41,352.23</u>

City of Mantorville
Regular City Council Minutes
July 22, 2024



1. **Call to Order**

Mayor Bradford called the meeting to order at 6:30pm.

Present: Mayor Chuck Bradford

Councilmembers:

Lyle Hoaglund

Jeffrey Ingalls

Henry Blair

Lynnette Nash

Others Present: Public Works Lead Joe Adams
Public Works Wade Schroeder

2. **Pledge of Allegiance**

Everyone stood and recited the Pledge of Allegiance.

3. **Changes to the Agenda**

4. **Consent Agenda**

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to approve the Consent Agenda, as presented:

- A. Accounts Payable - Warrant List 7.22.24
- B. County Commissioners Regular Meeting Minutes 6.25.24
- C. Mantorville City Council Meeting Minutes 6.24.24
- D. Mantorville City Council Meeting Minutes 7.8.24
- E. Mantorville Fire Department Meeting Minutes for July
- F. Resolution 2024-16 Approving Additional Election Judges for the State Primary and the General Election

Motion carried: 5 ayes / 0 nays

5. **Proclamations, Presentations and Recognitions-No Items**

6. **Public Concerns-No Items**

7. **Public Safety Update**

8. **Public Hearings – No Items**

9. Old Business/New Business

A. New Business

1. The Mantorville Saloon would like to have a car show August 15th along 5th Street from The Saloon to the Post Office.

Councilmember Blair moved and Councilmember Ingalls seconded to approve the car show:

Motion Carried: 5 ayes / 0 nays

2. There will also be a band Friday during Marigold Days and a car show and water fight.

Councilmember Nash moved and Councilmember Ingalls seconded to approve these plans:

Motion Carried: 5 ayes / 0 nays

3. National Night Out will be hosted by The City at Riverside Park on Tuesday August 6th. City Clerk Lohrbach will purchase food and request donations for the event.

4. Will Giesen with CEDA is looking into grants for decorations for the City. The City will form a decorations committee with Public Works Lead Adams, Councilmember Hoaglund, and Councilmember Nash serving on said committee.

Councilmember Hoaglund moved and Councilmember Nash seconded to approve the formation of a decorations committee:

Motion Carried: 5 ayes / 0 nays

10. Tabled Items

A. Councilmember Blair moved and Councilmember Ingalls seconded to pull the air conditioner and furnace quotes off the table:

Motion Carried: 5 ayes / 0 nays

Comet - \$7,400

Preferred Heating and Cooling – \$8,885

K & S - \$8,995

Councilmember Ingalls moved and Councilmember Hoaglund seconded to approve the Comet quote:

Motion Carried: 5 ayes / 0 nays

11. Reports

A. Public Works Report

- 1) The sewer main on 5th Street needs to be repaired. Precision Lining can do this at a cost of \$10,000.

Councilmember Blair moved and Councilmember Ingalls seconded to approve of this repair:

Motion Carried: 5 ayes / 0 nays

- 2) Mantor Field needs to be regraded.

Councilmember Blair moved and Councilmember Hoaglund seconded to approve:

Motion Carried: 5 ayes / 0 nays

B. City Clerk Report – No Report

C. Consultant Report – No Report

D. Committee Reports

- 1) Chamber
- 2) Economic Development Authority
- 3) Finance/Budget
- 4) Fire Department
- 5) Infrastructure
- 6) Kasson Mantorville Joint Powers
- 7) Mantorville Restoration Association
- 8) Park Board
- 9) Personnel
- 10) Fire Relief
- 11) Township

E. Councilmember Reports

F. Mayor's Report

12. Adjourn

Motion to adjourn made by Councilmember Ingalls and seconded by Councilmember Hoaglund:

Motion carried: 5 ayes / 0 nays. Meeting adjourned at 7:05 pm.

CONTRACT BETWEEN CITY AND COUNTY TO PROVIDE LAW ENFORCEMENT PROTECTION

2025

AGREEMENT MADE AND ENTERED INTO between the County of Dodge, State of Minnesota, a body Corporate and Politic of the State of Minnesota, herein called County, and the City of Mantorville Municipal Corporation of the State of Minnesota, herein called City.

RECITALS

- A. The City desires to have law enforcement protection provided within its jurisdictional boundaries under the terms and conditions herein after set forth.
- B. The County is willing to provide such law enforcement service under the terms and conditions set forth herein.
- C. Contracts such as this are authorized and provided for by the provisions of Minnesota Statutes, Section 471.59.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN,

the parties agree as follows:

Section 1. PERFORMANCE OF LAW ENFORCEMENT PROTECTION

- A. County shall provide to the City law enforcement protections within the City’s corporate limits encompassing such law enforcement duties customarily rendered by the Sheriff of the County of Dodge pursuant to Federal and State Statutes for a total of: **40 hours law enforcement hours per week, (minimum of 40 hours per week, 5.71 hrs/day)** with 7 days coverage per week (365 days) for the duration of this contract. Cost per contract hour is **\$53.05** which includes vehicle and cost of operation. A law enforcement hour

is defined to be an hour when a Dodge County Sheriff's Deputy is scheduled to patrol and provide law enforcement service for the City. Such services shall include, but not be limited to, the enforcement of State Statutes and Municipal Ordinances traffic enforcement, license inspection and Court appearances. Scheduling of such hours per week shall be under the direction of the Sheriff of the County with the City Clerk/Administrator's Office being able to give recommendations.

B. The peace officer scheduled on duty may provide services for the County outside the City limits in their capacity as deputies for the County. In return, the County will provide the City law enforcement protection above and beyond the law enforcement contract by responding to emergencies and investigation reported offenses during the times a deputy is not assigned to the City. The determination of whether or not an emergency exists shall be at the discretion of the Sheriff or his/her designee.

C. In the event the Dodge County Sheriff is unable to provide a deputy for a regular shift for the City due to sickness or other emergency, the Sheriff shall notify the City Clerk/Administrator if the City so requests. The Sheriff's Office shall keep records of hours scheduled shifts not patrolled and the City shall receive a credit on its costs and payments set out in Section 2 below. The fact that the County may have to pay overtime to a deputy is not a valid reason not to provide such law enforcement protection. The parties contemplate this situation to be rare and the City is allowing the County relief from Section 1A above only after the Sheriff or his/her designee has exercised a good faith attempt to provide a deputy.

D. In addition to the **40 (minimum 40)** hours per week that are anticipated under this agreement, it is expected that additional hours will need to be provided on behalf of the City for Court appearances by Deputies for matters arising in the City's extended shifts which may be required as the result of a Deputy being involved in business prior to the end of his shift which requires him to spend time beyond the end of this shift: emergency calls, investigations and special events which are held in the City that would require additional law enforcement protection. The County shall provide these anticipated additional services and hours at no additional charge to the City. The Sheriff shall

determine the number of Deputies required for the above-mentioned hours, subject to the provisions regarding Costs and Payment in Section 2(below).

Section 2. COSTS AND PAYMENTS

- A. The City shall pay the County for the law enforcement services the sum of **\$110,334.00 (minimum of \$110,334.00)** payable in 12 equal monthly installments of **\$9195.33 (minimum of \$9195.33)** on the first day of each month commencing **January 1st, 2025** and continuing through and including **December 31st, 2025.**

Section 3. TERM OF CONTRACT

- A. This contract shall commence on **January 1st, 2025** and terminate on **December 31st, 2025**, unless extended by mutual agreement between the parties. If either party wishes to terminate this agreement prior to the termination date, either may do so by serving upon the other written notice of termination 90 days prior thereto. Costs shall be pro-rated.

Section 4. SUPERVISION

The County shall have the exclusive control and supervision of the personnel provided by the County to render law enforcement protection to the City. For purposes of performing such functions, the County shall furnish and supply all necessary labor, supervision, equipment (including a fully equipped squad car), communication facilities and dispatching, and miscellaneous supplies necessary to maintain the level of service to be rendered hereunder.

Section 5. IDEMNIFICATION

- A. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment, and the County hereby agrees to hold harmless the City against any such claim. The City, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of said County or of officers or employees or equipment thereof, and said County shall indemnify and hold said City and its officers and employees harmless from and shall defend said City and its officers and employees against any

and all claims resulting from any act or circumstance involving County officers, employees or equipment. A copy of an adequate liability insurance policy shall be provided to the City by the County upon the City's request.

- B. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said City or of officers or employees thereof, and said City shall hold said County and its officers and employees harmless from and claim for damages resulting therefrom. Provided, nevertheless, the County agrees to defend against all claims brought or actions filed against the City or any officers, employees, or volunteers of the City, for injury or death to any third person or persons or damage to the property of the third persons arising out of the performance of the same.

- C. The intent of the indemnification requirements of this section is to impose on the County a duty to defend the City for claims arising within the City's jurisdiction subject to the limits of liability under Chapter 466 Minnesota Statutes. The purpose is to simplify the defense of liability claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney. The City would be responsible for the costs of such defense in proportion to its percentage of liability. No Settlement shall be made binding on the City for such costs and claims without first securing its written consent. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties any amounts in excess of the limits and liability established in Chapter 466 Minnesota Statutes applicable to only one party. The limits of liability for some or all parties may not be added together to determine the maximum of liability for any party.

Section 6. COMMUNICATION

In order to maintain a direct channel of communication between the County and the City, the Sheriff or one of his/her deputies appointed by him/her, shall attend ALL REGULAR council meetings of the Mantorville City council. The Sheriff may also request to appear before the City Council. Furthermore, the Council or City Administrator or Mayor may request from the Sheriff a written report of the activities of the officers on duty and the Sheriff shall provide such reports promptly, subject to the data privacy laws.

Section 7. MOTOR VEHICLES

The County shall supply squad cars for the use of the deputies. The County shall retain 100% ownership of such vehicles and maintain full insurance on the vehicles.

Section 8. COMPLETENESS OF AGREEMENT

The provisions embodied in this agreement contain all covenants, agreements, obligations and stipulations agreed to by the parties and on execution hereof any and all previous and existing agreements and/or contracts entered into between the parties are hereby declared by mutual consent to be null and void. Further, there are no other understandings, representations or agreements, written or oral, not incorporated herein.

Section 9. NONDISCRIMINATION: PENALTY

No discrimination because of race, color, national origin, ancestry, sex or religion shall be made in the employment of persons to perform services by the County under this contract. The County agrees to meet all requirements of Federal and State Statutes pertaining to nondiscrimination employment.

IN WITNESS WHEREOF, the parties have executed this agreement at _____
Minnesota, this ___ day of _____, 20__.

ATTEST:

CITY OF MANTORVILLE

CLERK/ADMINISTRATOR

MAYOR

COUNTY OF DODGE

BY: _____
SHERIFF

BY: _____
CHAIRMAN OF BOARD OF
COMMISSIONERS

CLERK OF COUNTY BOARD
Approved as to form

Paul J. Kiltinen
Dodge County Attorney

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2024-18

A RESOLUTION ACCEPTING DONATIONS TO THE CITY OF MANTORVILLE

WHEREAS, the following individuals, businesses and organizations have donated to the City of Mantorville:

Donated By	Item Donated	Amount
KMTEL	Monetary	\$100.00

AND WHEREAS, these donations were specifically provided for the 2024 National Night Out event; and

WHEREAS, the Mayor and City Council acknowledge the generosity of these individuals, businesses and organizations and extend appreciation on behalf of the City of Mantorville for their generous donations.

NOW THEREFORE BE IT RESOLVED, that the Mantorville Mayor and City Council accept these donations on behalf of the City of Mantorville and authorize City Staff to expend these funds in the manner described therein.

Adopted by the City Council of the City of Mantorville, Minnesota, this 26th day of August 2024.

ATTEST:

Chuck Bradford
Mayor

Gretchen Lohrbach
City Clerk-Treasurer

MEMO

To: Mayor and Council

From: Gretchen Lohrbach

Date: 8/23/2024

Re: Dodge Center Ambulance

BACKGROUND

The Dodge Center Ambulance would like to create a special taxing district and a joint powers board made up of 4 cities (Dodge Center, Kasson, Mantorville, and Claremont) to oversee finances, etc. to fund them in continuing their important work. Following are the documents from the meeting on August 15 and a rough transcript of that meeting done by otter.ai. Also is the presentation they gave to council back in 2023.

ACTION

No action at this time. Merely informative.

Dodge Center Ambulance Special Taxing District Meeting

Thu, Aug 15, 2024 9:58AM • 59:22

Rough Transcript of Meeting – Otter.ai

06:08

for a little longer. Let's wait and give Tim a chance to get here. We want Tim to have Kasson's comments in the early commenting for Kasson today will be help us have somebody from all 4 cities that can comment, and when Tim gets here, we'd have that. We'll give them five minutes, and then we'll start Gretchen,

06:29

did you know if Chuck was attending today or not?

06:33

He's actually in another meeting, so I'll take good notes for him.

06:39

No, no worries. Just he's been attending and I hadn't heard from him yet. And Liz, I believe Tasha was going to be a little bit late. She had indicated she's been attending a lot of them, I know.

06:57

So yeah, she said she would be a little bit late, but yeah, she's planned on being here, and we might have a council member joining. It would be crystal. I gave her the thing, but I don't know if or when she would join.

07:13

Okay, sounds good.

10:13

then we can come back to other stuff if we need to. Thank you all for being with us today. Lee Madsen City Administrator of Dodge Center speaking, and we'll go through the three different agreements, kind of asking questions or additional things we should be researching on these as we try to get them closer and finalized. We did have a call from Claremont. We contacted Claremont a week or so ago and requested some additional identification language, which can be added to the agreements that were

appropriate, and that was forwarded on to Dan Anderson and Taft law. We haven't seen that come back yet, but he indicated that wouldn't be a problem to add that language. I don't think anybody, or if anybody objects to better clarify the notification clauses, but we have a joint powers board being created. because that does provide isolation for the cities, because the cities are not responsible for the actions of a joint powers board. So there's one liability here, one statutory civic tort liability limit's in play, and that will be from the Joint Powers board. Individual cities will not have individual liability in this, but that will just reinforce that, and then the Dodge Center ambulance is still going to have liability for its actions as a contractor of the taxing district for providing the service. And so we will continue to have our insurance and the Joint Powers board, the district will have to have its own but maybe if we could start with the Joint Powers agreement, the contract between,

11:45

regarding the management and emergency medical services.

11:52

If there are questions or concerns I have that, if you

11:55

guys don't have it online, I do have it up here on the screen,

12:01

but I mean the first portion is just

12:05

indicating

12:10

the recital, so who is who,

12:15

and the date to take effect,

12:19

And then the articles on the obligations, the managers, just the

12:24

biggest one in there is probably the

12:28

assets, section 1.1. Just that we have to maintain and state compliance there. And maintain the condition of the equipment and working order. I think

12:46

throughout, there is going to be ongoing discussions, especially when the board is created and when the board does finally purchase something, it doesn't need to be in the agreement at this point. But is the board going to own items and ensure them themselves, or is the board going to own items and lease them to the city for \$1 in the city, we'll just put them under our insurance. We'll have to do some research and to see if we get into that. I did put a question to legal city several months ago, and never really heard back from underwriting. They thought it was an interesting question, but they didn't really answer as to how they wanted to handle that, we are probably a ways away from purchasing equipment, but the concept in here is that the Joint Powers board will own what they purchase, the vehicle we use to ensure that will be something for discussion, and we can know what's the optimal solution at that time, and it doesn't really need to be memorialized in this agreement, because We have to be separate agreements anyway for every piece of equipment in terms of who's going to insure, if we're going to change. So I don't think there's anything needs to be added to that right now, but it will be a question going forward, just to clarify when the day comes, who's going to insure and how. But there's no question that the district will own what they buy, and the city will own what they buy. There's one more ambulance to be purchased here. End of this year, the city will purchase that, and we'll maintain ownership of that. We did do some discussion also on the fact that we're going to have situations where the city may own the vehicle, but the district may own the monitoring in the vehicle, just because of the monitors, or how much a pop, the give or take, yeah, and that doesn't come with the ambulance. So there will be a little bit of mix and match, some of the major equipment, and that'll have to be just tracked carefully, but it will be owned by the district if bought by the district.

14:52

Yeah, and then I guess any questions on the asset, the yeah and then just goes on to talk about the day to day operations will, they'll be responsible,

15:08

dodge center insurance.

15:12

It currently is written in there that it's still responsible by Dodge center for insurance and license certifications, registrations, all the state stuff, Billings, collections, patient records, we will continue to maintain doing all of that. Then Article Two goes into the compensation. And that's basically just stating that, you know, whatever is agreed upon by the tax district will then pay the city for their specific items.

15:45

We set that up basically to be you'll get the taxes will be paid to the district, and the district would just pass on the share to the to the city of what's agreed upon previously, the district will have some expenses that will be separate, but they will pay also.

Right, But then the district will collect to the townships. The district will collect the tax levy, and then 30th, and then December, those will both be after you should have primary receipt of taxes from the county.

16:15

Article Three goes into the

16:18

obligations of everybody of every party involved,

16:23

privacy agreements, the sharing of information,

16:28

third party claims, and just maintaining compliance with laws, kind of some standard language in those nothing real, specific. Article Four goes into term and termination. So it's currently written in here for the term shall be five years. Five years, so once we enter into this, everyone's obligated to stay in for five years, and this is the contract. So you're the tax districts contracting with the city for five years.

Sorry, I started saying something different

and then

17:09

termination can be provided.

17:15

The contract is a five year contract with two five year renewals, but there is the opportunity every year for the district cancel the contract, or the city council the contract, right? So we prefer, as long as it's working, not to renegotiate every year, because that's just asking for trouble,

17:30

right? The notice in there is 60 days for either party to give notice of that,

17:39

and then that's a six month notice determination on December 30.

Oh, yep, I just saw the 60.

And then

17:55

we will be essentially acting as the independent contractor at times, and then the confidentiality agreements are below that in Article Six,

18:13

I don't need to point out anything big here.

18:23

And then article seven, books

18:26

and records here is basically stating that they will be shared, accessible

18:33

as each party is needed to...

18:39

Actually the books and records are for the federal government or some other party to see the books for a period of time.

Gotcha.

After well maintained records for four years.

18:52

on the dispute, I'll give that one up to you

18:56

there, set forth the process, if we do have a disagreement between the ambulance service and the taxing districts as to how we would handle mediating that, but if we can't find a resolution through some termination language in there, again, that's the breach notice that we talked about earlier, in the termination of the contract

19:18

goes to mediation?

Yes, yeah, yep.

19:30

And then the miscellaneous provision, the that's just got the who all is copied on everything that has to do with the management communication from the tax district and management, where it all goes

19:44

in, talking with, uh, Tim, I have talked about this, and at this point we're envisioning dodge center as the fiscal agent. Um, if somebody else has a burning desire to be the fiscal agent, they should tell us, because when we're thinking this is going to be, we've talked we think this is, you know, maybe at worst, a couple dozen checks a year the district will write. It's not going to write a lot of checks, so we'll keep the book separate,

20:13

and if need be we will keep the money separate,

20:16

yeah. I mean, that would just be kind of common sense, right?

Yeah.

20:21

So we will always have to maintain the books, and there will be a need, we expect for an audit. So it's not going to be that dodge center controls the books and nobody ever sees them. It's probably annual audit and regular production of importance of where we're at with the district. But if somebody wants to speak now or forever, hold your peace. The rest

20:50

of it is kind of boilerplate, yeah, the agreement standard,

20:57

what the lawyers consider standard language in a contract

21:06

those online want to see any of those?

21:14

That's kind of the management between the taxing district and the city of dodge center. Basically, the long story short is that dodge center will just continue to operate, all in all responsibility for everything within the operations.

Yeah,

21:35

and it will be an annual discussion, as discussed in other parts of the contract, and what the annual bill as described in this contract, should be what the annual contribution or what's needed, right? That'll be part of sharing the capital plan with the district, and every year the city presenting these are the needs, whether it's going to plan that, you know, we need to plan to either be able to pay cash for an ambulance, or we need to increase our levy to pay debt on an ambulance, so we can develop some sort of lengthy plan, because it's not our intention, at least at Dodge center, unless the board wishes to do this, to come to you and say, well, actually, we got an issue. We need 240,000 for an ambulance. Because we should see that need coming, and we should decide either if we're going to debt it, or if we're going to the levy in advance, or if to smooth levy increases, we're going to buy one ambulance cash and buy one ambulance on debt, and kind of phase in over time, we will have two ambulances that will be one year old and new, essentially, but they have about a six to seven year lifespan, so it's common, and that will be discussions for us to have with the board as to how to properly plan for the acquisition of all capital assets. We do have a list of all capital assets. That's what Mike Bubany reviewed when he developed the estimate of annual shortfall. So that'll have to be discussed with the board when it's created. There have not been any comments today on this contract that I've gotten from anybody in discussion? I um, so once again, we'd like to, if there are objections, we'd like to hear about

them now, or very shortly in the future, because we are still hoping to have this thing come up in front of councils yet this calendar year and have it finished before the election, turns things over and we start the education process over again. And I'm not sure it's fair to what council would expect if you have a bunch of new people to come in in January and suddenly go for something that's been worked on for that

23:27

long. Yeah, if not, the

23:29

next thing just to kind of see if there's comments that would be the Joint Powers agreement for an emergency medical services taxing district. That is the agreement that would create the taxing district, that would be a resolution that we would all need to pass for the purpose of doing that. Once again, there's a fairly lengthy set of recitals that the district is created under, under state law to provide for EMS. There's a joint powers component as well to provide for the liability protections. Once again, we've gotten no feedback yet. Does anybody care what we call the ambulance service? And at this point, we've called it the DCA special taxing district, and that could be Dodge County Ambulance. That could be Dodge Center ambulance. It is not stated. Dodge Center has said, we don't we are going to put up a festival, or what we call it? Yeah, if that's a problem for people, we see problems both ways. Some people may be offended if we call it the Dodge County Ambulance, and some people actually that are not part of the service, but we work with may be offended if we call it the Dodge County Ambulance. Our other services in the county may take exception to that. DC, it kind of can be whatever you want it to be. Other thoughts on that.

24:47

I like the DC, yeah, that way we're not ruffling in anyone's feathers. Dodge county is a little more accurate, but DC is just fine with us.

25:01

The cost to replace the logos and the names on the existing so the

25:05

current ambulance, the newest one, when we got it done by National League graphics for everything, was, I think, 5000 ish, 6000 ish, somewhere in there. So that included, like, the back striping and stuff and everything. So the so the side of the our true name on our license has to be a certain size on the ambulance right, and so we could go through a name change and call it DCA if we wanted to, or Dodge County Ambulance. But it's, it's a process, and we can definitely do that if that's everyone's wishes. But to stick that on the side of the ambulance, we'd have to essentially go through the name change process with because there's a requirement by the state how make the letters have to be of the ambulance, and it's probably not as big as what they currently are on it. But

and the

25:56

ambulance district can be called the DCA taxing district, and the ambulance can be the Dodge center ambulance or the Dodge County Ambulance or the DCA ambulance. So they don't have to have the same name, but we need to clarify what we're going to call both things. And for right now, it's dodge center ambulance. It might be something where we would say, in five or six years, when it's time to replace the first ambulance, all right, we went in two years, we're gonna buy two ambulances. Let's do the renaming now, when we go up and we'll just run with a bad logo for a year,

26:26

how much does it cost to go through the renaming

26:29

process? In addition to?

26:31

there's really no cost to it, it's just us filing for the state and then waiting for their quarterly board meeting. And there's a lot of changes at the state right now, as you know, so I'm not sure if, I don't know, I could ask. I can inquire about how quickly can a name change get done, because with the changes, I'm guessing we're butting up against when that Office of EMS takes place and the transition. But I can, I can definitely look into it, if you want.

I'm just curious to know we're looking at spending just to change a graphic.

Probably, it would probably be around, yeah, less than 10. But I'm,

27:11

I don't know that's on the building.

27:13

There's nothing on the building this fire hall.

27:17

It says the dodge center fire department,

27:21

yeah, if they have, if we have to go around and train a bunch of right,

27:25

the only signage would be the two ambulances and be and actually, the one ambulance is being replaced at the beginning of the year.

right

so that one could be done immediately, kind of thing. And,

27:40

but, yeah,

27:42

maybe you phase it in. There's nothing wrong with it.

Well,

27:45

whatever our name is, the state requires us to put on the side of the truck in a certain size. So we have to invest the 15 to 20,000 immediately to re sign all of the, well, And all they would have to do is change center to county. So just so maybe it's, maybe it's not, you know, five grand, but that that was full lettering.

So it's either

28:09

one of them are totally accurate, whether it's Dodge County or dodge center, right?

28:14

It's so it's hard. I mean, on the new, we at least put who we're serving before it just said dodge center ambulance, and that's it, you know? So, yeah, I can look into it further, see what they anticipate, lengthy for that and a potential cost.

28:36

The only thing I could come up with when I was looking at those things, the thing that popped into my head was Quad Cities.

28:45

But then people would

28:48

we have Triton and Quad Cities at the same time?

28:56

I have briefly touched base with their neighbors directors on that, and there really wasn't a huge like objection, but what their public that they serve would think of that? I don't know. Are there councils even, but we

29:13

need to maintain good working relationships with everybody, just for I I'm

29:30

just kind of moving down once again, some of the other things and and one of the topics like the same for last and maybe came up with the board. I think when we talked about board composition, I think, I think we've heard agreement that we're okay with one board member from each community, but we have to have discussion as to the voting authority of those board members and whether we're going to wait votes or not there how we can handle that. And I'm going to ask if we can table that for now and just kind of move the agreements and have that issue. Lastly, it's the one issue I know that's still outstanding, and I'd like to know if there's anything else before we get there that's gonna be outstanding also, yep. So there will be a board at this point. That board will be four people. There's part of that discussion was trying to if we try to wait once for everybody, we end up with a 15, and everybody has a representative for that appointee, we end up with a nine or 12 or 15 person board, and that gets kind of it's too large. The bylaws are something separate. Your district may incur debt, which is the one of the options to acquire the equipment. You can levy a tax, which is essentially the reason for the creation of the district. You'll contract with the city, but you can provide the ambulance services by contracting with the city. We can add people to the district as needed. If other services feel the need to come in and join with us. It can be expanded. The board may withdraw. There is a period of time, I think it's two years you have to stay in, which once you give a notice of the withdrawal, I think there's some further language about debt obligations incurred by the district during membership need to be supported throughout the turn of the debt. And that was just really to prevent somebody from voting for two brand new ambulances and then withdrawing and say we're not going to pay on them. But anything else, those ambulances will have to be paid for. The board also can be dissolved if there's a unanimous vote of all members,

31:33

that's somebody A.J.?

yeah. Tim just joined us here, the Administrator of Kasson, and just let you know, Tim, I do have a pull up here on the screen. We're going through the joint or the Joint Powers agreement to form the taxing district. And we did skip over the board makeup at this time, we'll touch on that last because that will be the biggest discussion. I

32:05

and then the rest of it, Tim, we're in Section 12 of the joint powers. I'm just kind of looking into the legalese at the end, the reporting, the amendments, the term, the governing law operates under state law. It retains any immunity or liability limits under state law, and then it's just a general severability and execution agreements. Are there questions on that joint powers creation document other than board composition and voting authority?

32:38

And also Tim, just to bring you up to speed at this point, nobody has indicated a desire to be the fiscal agent, so we're assuming dodge center is going to be unless you're going to give an impassioned plea for Kasson.

32:50

I'm okay with that for right now. I think.

yeah, there's Tasha.

32:58

Tasha joined us, also here Claremont mayor, just to give you an update, Tasha, we already did go over the contract for management of the services, and so we can definitely go back to those here at the end of this. If you guys had anything for it, no one really had any questions on it, or we haven't heard anything outside of the meetings about it. We just went through the joint powers to form the Taxing district, and that's no one really had any questions besides, obviously, the board makeup. So if anybody has any other questions besides the board voting power and makeup,

33:41

those would that would be the time to discuss that.

33:51

We did. Claremont wanted, just to Tim and Tasha, or, go ahead. So you want to touch on what they wanted to add,

33:58

some additional indemnification language. And we've sent that off to Tim Anderson at Taft. He's gonna look at where it might be appropriately added, like that's the request of the Claremont attorney. I think He'll put it in. I think there is some already liability, in there simply, under state law, by the creation of the Joint Powers board that provides, well, under state law, Claremont cannot be liable for the actions of the Joint Powers board. There's one tort liability limit, and that's the, that's the reason we've included the Joint Powers language in the creation of this board is to protect the member cities from liability under the agreement. One of the reasons to create a joint powers board is to escape that. So Tim, Dan is looking at adding that. I don't think it worked to schedule him today. We also kind of want to limit our exposure to him, because we're up over the, I think we're significantly over the quoted amount for the work at this point, with the transition of lawyers working on this, we're trying to limit their involvement. They indicated they're not going to bill us for everything they do, but they also don't want to do things they don't necessarily have to, to incur cost. So he'll look at that, and then whatever else we come up with today, we'll go up to him. I would envision that we could probably have to have one more of these and bring him in minimum to figure this out and cash out finally. But that just does bring us to the bylaws once again, if there's anything other than membership and a number of board members and voting authority, I think we're at a point where we're all agreed that the membership of the board maybe will be for people, but that we've also thought that we perhaps need look at reading the voting. So I think that'll be the conversation we have last we still have all four officer positions so everybody on the board will have to be an officer, whether you're Chair, Vice Chair, secretary or treasurer, although it's probably the vision that the secretary and treasurer will not do much. They'll delegate their authority to either A.J. or somebody from the ambulance service will be happy to take minutes, which is essentially the Secretary's job, and then if dodge center fiscal agent, the Treasurer is not going to have a lot to do other than accept the reports that we would provide.

36:14

and he's down to on that agreement. And if you have the PDF, it's most likely all the way down towards the bottom in the bylaws of the district. After all the signature pages, it's way down there at the bottom. So I do have it up here on the screen too. So we did, Tim and Tasha, just because I don't think you guys are here for the name of the ambulance, just because I saw DCA here last time we had briefly talked about just keeping it called the DCA EMS taxing district. I am going to, per request of help people, I'm going to look into what our cost would be to potentially change, like, the size of our ambulance's, and actually changing the ambulance name. I'm going to look into that. But yeah, back on the bylaws. How far down were you?

We're

37:08

just general three right now. I think

37:14

two was the officers that he just talked about.

37:17

There we go. So at this point, we haven't specified how often they necessarily have to meet? The board will have to adopt a schedule. Tim and I have conversations that maybe quarterly will be sufficient. I think there may be a need for some special meetings, as provided for in the bylaws, as the city starts to make cases for some of the larger equipment there may need to be. We're going to meet every other week for a couple months and go through that process, or if the board feels additional scrutiny is warranted, but there's no schedule of when we have to meet at this point. Everything else on that is pretty boilerplate. It does allow for remote meetings, unless, again, we got the solution language in this article four, as we talked about unanimous support of the members Joint Powers controls In the event of a conflict between the JPA and the bylaws, the joint powers will actually govern. There will be a two thirds majority to amend the bylaws. And we said a fiscal year consistent with the city's fiscal year, so it's everybody's on the same cycle. That's something also that the bylaws, as it says they can be amended after we're started, but this would be the bylaws the board would report approved to start that they have the ability to

38:42

change.

38:45

Questions or comments thus far,

38:55

hearing none, I think we can maybe proceed to what we figured would be the biggest discussion of the day, and that would be how we're going to apportion votes amongst the four board members. And maybe, if we could just start, we'd kind of be interested in hearing Kasson and Manorville and Claremont each express their views on that. And Tim, maybe if you want to start.

39:17

Well sure, you know, you and I have talked about it a little bit Lee, you know, based on the feedback I've gotten from my council, I think that the, you know, they they're interested in having a good amount of representation based on the idea that they're paying more, you know, for this, you know, I think that that's their biggest concern, is that they want a fair representation amount based on the amount that they'll be paying into the into the costs for this district. So how that's broken up? You know, certainly

39:47

we can talk about.

39:54

maybe Mantorville has had any conversation with this Gretchen. If you could weigh in.

39:58

I don't really have anything to add at this point. I'm just sort of getting as much information as I can to communicate to the mayor for now.

40:06

Yeah, I know Mantorville hasn't really taken a stance at this point on that issue. They haven't expressed any objection to the current structure, but they haven't formally said what they'd like to see.

40:16

Yes, and I'll try and have a conversation with the Mayor about that.

40:22

And then, Claremont,

40:25

our council met, and at the council meeting, the council members at that time unas unanimously agreed that they strongly objected to anyone getting more votes than any other city since each house would be paying the same amount of money they wanted each city to have the one vote. And Tasha is coming back now, maybe she has more that she would like to say about it.

41:05

Tasha we I don't know if you caught the end of her conversation there. We just started talking about the board makeup and voting power. And so if you have anything on Claremont's viewpoint, Liz said some brief items, if you have anything to add.

41:21

Yeah, I apologize. My connection completely lost it, so I'm not quite sure what Liz said, but I guess on, you know, we talked about it at our council meeting, and the council was very unanimous on the fact that they were not comfortable having voting power given with any one city having more power, more vote over any other City. I also spoke with county commissioners. Who are on multiple joint power agreement boards with multiple different counties, and their makeup is based off of multiple different

population sizes, which would be somewhat similar in this situation, in the sense that you know, Kasson's population is different than Claremont and Mantorville and Dodge Center, and their voting is never based off of population. Every board member is given the same voting power. The fund allocation is based differently, which would be in the same sense, right? But you know, how the money comes in is different, but the voting power has never been any different. Each member gets the same leverage of vote as the next, regardless of the population that their vote is based off of the discussion with the council was lengthy. It was not, it was not a two, three minute discussion and done multiple potential solutions as to other options were given out. Unfortunately, the solutions were not things that would be options, in this case, based on the fact that voting members needed to be elected officials from what we understood as what you guys were informed, as how the board members needed to be made up. So we don't really have a solution, necessarily, as to an alternative. I just know that at this point there's

44:02

there's no

44:04

changing their mind

44:07

with information that's been provided at this point.

44:16

Okay, thank you.

44:20

Dodge Center has talked about this issue

44:23

with our council, and

44:26

we are willing to consider options that would perhaps provide a tie breaker in Kasson, or if we were tied two to two, it might be provided a tie breaker, anything that's three, one. I don't think they're, my understanding is Kasson is not asking for a majority of the votes, it's asking to have extra representation. And I think the majority of the votes cause problems for everybody. If Kasson were to say, if there are seven votes, we need four of them, I don't think that's gonna anybody's gonna agree to that number or it would be very difficult to move through, but we've looked, we need a tie breaker. We got a four person board. There has to be some way when we split two, two, but it was willing to have the conversation. At least we haven't necessarily endorsed it about providing Kasson that in that event where there's a two, two split Kasson could split the tie.

45:18

And I do want to add anything, Mr. Mayor,

45:21

the only thing, I'm not too sure. Is there any anything that might like we maybe should consider a seat for the

45:33

townships.

We cannot legally do that. That was the original plan, but our attorney has informed us that only elected officials from members of the taxing district can sit on the board. So we have made provision, I believe, for a advisory committee to the board that the townships could have representation and speak to the board on, but the board itself cannot have any non elected from the four cities,

45:59

But they do have a communication channel.

Yes, that

46:01

way. Yeah, we would maybe have that advisory board that would be, maybe like our medical director and some township representation, and maybe a public member or two or something, whatever that means, whatever would be, whatever people kind of feel would be appropriate.

46:18

I believe that board is appointed by the taxing district. So that's what the tax district would want. We would hope that the membership would want to be inclusive and allow the townships a voice formally somehow, and the medical director a voice formally as an advisor something. Because a lot of what we do is because our medical director says, Well, you need to do this to operate. And that's kind of what we're at at this point, and whether it's a tie breaker, whether it's an additional vote, and the tiebreaker kind of functions like an additional vote, because I can't think of any circumstances where the tiebreaker for Kasson would function differently than having two votes just because of the composition. Right now, we have some things that need simple majority and if it's three-one or three-two or four-one or whatever, in the end, the tiebreaker is helpful to super majority

47:14

items.

47:16

At present, under the current structure of the board a unanimous vote is required for super majority decisions, according to our attorney, because that's a far four fifths majority, and we don't have five votes, so we would need everyone to vote for it. In a theory that when Kasson did have a tie breaker, it could turn a three one vote into a four one vote, I suppose. And in theory meet that threshold. We think it's important for all the cities to find a way to come together and be able to be happy with the solution and be able to live with the solution. But I guess from our council's perspective of well, we're not willing

to effectively scupper the agreement and possibly end ambulance service in Dodge County over the vote composition. So that's where we ended up, I think, where we see it. And if anybody wants to react to our position...

48:14

Tim, how you feel the Kasson council would react to a tiebreaker?

48:21

It's something we'd have to discuss in more detail. I just I, you know, like I said before, I think that, you know, and I think that the clerk from Claremont mentioned, each house is paying the same, and that's that's not the case, as far as I know. This would be based on valuations. So I mean that that isn't exactly accurate. But anyway, you know, I'm glad to bring you know that back and see what the council says. And, you know, my own perspective is, you know, they're going to say, you know, no taxation without representation. And that's, I think, a fair point. But, I mean, I certainly want to try and, you know, get something to work here, if we can.

48:56

Yeah, I would echo what Claremont says, you know, it's not uncommon for a joint powers board to be one organization, one vote, regardless of equality and potential contribution or not. But we also understand that everybody has

Just to be clear, though, Lee, it's not a joint powers board, it's a taxing district.

Well, it's

49:15

both actually.

49:16

Well, when you're saying with Joint Powers board, with townships working, which is much more akin to the school board. In essence, it's a special district.

49:25

We are the taxing district is all is actually a joint powers board and a taxing district, and then the townships are a separate Joint Powers board. And it was set up that way because that joint powers creation for the taxing district creates liability protections for the member cities. Is why the attorneys have recommended it be done that way. And I'm, yeah, I'm not. I'm just going to make point out, and if we honestly disagree, that's fine. And I'm not actually saying Kasson is required to agree to something that's, you know, one per one agency, one vote, and obviously Dodge Center willing to express discussion on a tiebreaker to Kasson which, in a situation where there was a split vote, essentially gives Kasson, you know, two votes instead of one. If we're four - nothing, does it matter if we're four - nothing or five - Nothing, would be our our situation at that point, but it would require a split number two, two. And I would maybe ask that Claremont have additional discussion on that, and we're happy to come down and sit with Claremont. Also ask Mantorville to Come and sit down and talk about that.

Obviously, we're not going to agree today, I don't believe, because we haven't got full councils convened to discuss that. So I'm not sure if there's really much more to say, other than Can we all go back to our respective councils and talk about Kassons perspective as a tie breaker, sufficient, from Claremont perspective and Mantorvilles perspective and Dodge centers perspective to make sure that our council still feels that way. We're willing to have that discussion still, to offer that concession, but I just point out we need a tie breaker somehow anyway. Two, two is not going to be a fun way to end up on decisions, an odd number of votes, at least, not necessarily an odd number of board members, but an odd number of votes might be helpful.

51:17

Any more comments

51:21

I think just the key thing to keep in mind is that it's it's not about giving this stronger city like Kasson more votes than anyone else, because if we can't make this work as a group, it's not going to work period. So somehow we have to figure out, and I think Lee hit on it's not so much about whether or not someone gets an extra vote to change the vote, as much as it is that we have to have a quorum or a

51:55

tie breaker.

51:58

As to Kasson as a potential to mitigate the desire for additional

52:06

vote, and that was also giving

52:11

it in the same of them having an additional vote straight off the bat. So, I mean, I can have the exact same discussion. I view it as giving them the exact same discussion. I don't see that anything is going to change.

52:34

At this point I think Kasson is going to have to ask themselves, would they rather have no ambulance than not get extra votes? And Claremont might ask to ask themselves, would they rather the Dodge center ambulance fold than give Kasson a tiebreaker? Because this whole thing is being put together to kind of maintain ambulance service in Dodge County, I apologize,

52:58

not real helpful, though.

53:01

and we have to decide what we're going to do. And if we have this basic disagreement between the parties, we have to either resolve it or just say, well, it's not going to happen, right? And so I'd ask

everybody to go back, kind of reevaluate, saying this is what we have to do to make this work. We're happy to have. AJ, I'm actually out of the office for a bit this month, so I can't come the second meeting of August, but AJ can come. We can get a council member there also from us to discuss how we'll resolve it. And we are certainly open if Claremont can come up with a suggestion as to how to address the concerns of Kasson and the concerns of Claremont, maybe we need continued discussion to find an option that hasn't yet been discussed. And I'm assuming Kasson is open to talking about ideas, not necessarily accepting them, but discussing different ideas as to how we recognize the challenge here.

Absolutely. Yeah, no, I think, I mean, I think, you know, realistically, I don't know if A.J. needs to come. I think it's probably better if I just have that conversation with with the council first, and then I can kind of have better direction. Councilor Ferris is there today, and I appreciate that she's able to hear some of this discussion going back and forth. So that's helpful as well. So yeah, at the end of the day, I mean, we want to come to some sort of resolution, because I think we want to preserve the the ambulance service, like you said, Lee, at the same time, you know, you know, I have to represent the interests of the residents of the community. You know, you

54:21

know how that works.

54:25

I think maybe it's something that we we might need to remind our councils, and that is that it, it's one thing for the Kasson Council, for instance, that people ought to consider is, even though they are the largest city and they have the most calls, their contribution to the debt is greater than than probably the other three cities put together because, and by the debt, I mean because of the Medicare problem, where we don't get enough money for Medicare if we could get Medicare straightened out and get a reasonable amount, we wouldn't be here, right? So it's a matter of that, that yes Kasson is a larger city, and they have the most calls. And should that, but should that give them an additional voice over the small cities that are just dependent on this ambulance service just as deeply as Kasson is.

55:27

I have a question. If Kasson would be the tiebreaker, I know that you'll have one person from each city representing each city, would it be possible that Kasson could then have two members, because those two members may not necessarily agree either.

We could look at that.

55:50

You have to keep in mind also that under the under the bylaws, the councils can appoint their members and remove them at will, so the two members could disagree, but then the Council of Kasson could also, or Claremont, or any city, if their member votes in a way the board doesn't like, replace them immediately. So we really, we're really looking for, you know, I think we're willing to have that conversation about having a fifth member on from Kasson and see if they would agree or disagree. But since their elected officials are kind of chosen by their boards that they represent, I would have to think as to whether that's helpful or whether that's potentially harmful long term.

56:35

But we're willing to discuss that.

56:37

It may not be a problem that it's ever going to come up right? Because you could very well say that if you have a tie, you go back to their own board and fix it somehow, some way you have to get it to three, one, in order to get it, in order to get it to sell such as, when you're in a trial, a jury trial or something, if you have a hung jury, you go back and try to talk it out and see if you can convince one of the parties. And maybe that discussion is appropriate. And if we can, if they can convince somebody, but if it's a dead thing, we're at a stalemate, and it's two to two. I don't know what the answer is, but I wonder, I would question as to how many times it might happen.

57:43

Any other comments? We'll try to respect your time and not make you stay any longer than you have to. Any other comments? AJ, will be in touch with everybody. I think we'll look for something, probably in early September to get back together. Is there anybody that doesn't have council meetings prior to the second week of September, if we look for maybe the second Thursday in September as another sit down day.

58:06

I would like to wait until you get back.

58:09

I'm back then.

Tim, you

58:14

know what I expected? We should have pinned a note on your shirt when you went to Tennessee and got an answer down there and brought it back to us.

58:29

Thank you. Well, since I've been out trying to coordinate other meetings for the second Thursday of September at 10 o'clock, talk to your boards and come back and we can see we'd love to hear some new ideas as to how to address the concerns

58:42

we're open to whatever, whatever solutions we can find,

58:45

and take one last look before you meet with your councils at all the other documents, see if there's anything else that may be needed or changed, or anything like that. So and once we get together with Dan and change some of that language we'll get those

59:02

sent out. But anyways, thank you all for your attendance and your time. Have a great Day.

Thank you. Thank you.

JOINT POWERS AGREEMENT
FOR AN
EMERGENCY MEDICAL SERVICES SPECIAL TAXING DISTRICT
(DCA EMS SPECIAL TAXING DISTRICT)

THIS JOINT POWERS AGREEMENT FOR AN EMERGENCY MEDICAL SERVICES SPECIAL TAXING DISTRICT (DCA EMS SPECIAL TAXING DISTRICT) (this "Agreement") is entered into as of _____, 2024, by and between the City of Claremont, Minnesota ("Claremont"), the City of Dodge Center, Minnesota ("Dodge Center"), the City of Kasson, Minnesota ("Kasson"), and the City of Mantorville, Minnesota ("Mantorville"), and collectively with Claremont, Dodge Center, and Kasson, the "Members," or individually, a "Member"), each of which is a municipal corporation duly organized and existing under the laws of the State of Minnesota.

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, as amended (the "JPA Law"), by the terms of a joint powers agreement entered into through action of their governing bodies, two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised, and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating governmental unit; and

WHEREAS, the JPA Law provides that regardless of the number of participating governmental units of a joint powers agreement, the joint powers may be treated as one governmental unit for purposes of liability; and

WHEREAS, each of the Members are authorized by law to provide emergency medical services to their respective residents; and

WHEREAS, it has been proposed that the Members enter into this Agreement, and to establish an emergency medical services special taxing district, all pursuant to and in accordance with the JPA Law and Minnesota Statutes, Section 144F.01 (the "EMS District Law"), in order to provide emergency medical services (the "Services") to the public; and

WHEREAS, each Member's governing body have authorized the execution and delivery of this Agreement; and

NOW, THEREFORE, the Members, in the joint and mutual exercise of their powers pursuant to the EMS District Law, agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions with which the Members shall collectively establish and govern an emergency medical services special taxing district.
2. Authorization. This Agreement is authorized by the EMS District Law and the JPA Law. The governing bodies of each of the Members have adopted a resolution

approving this Agreement and authorizing its execution and delivery. Each Member hereby agrees to have its governing body consider the adoption of a resolution establishing an emergency medical services special taxing district, in the form attached hereto as Exhibit A (the "Establishing Resolutions").

3. The District. The emergency medical services special taxing district shall be established upon the adoption of the Establishing Resolutions, and shall be governed by the Establishing Resolutions, this Agreement, the EMS District Law, the JPA Law, and other applicable laws and regulations. The emergency medical services special taxing district shall be known as the **DCA EMS Special Taxing District**, the initial boundaries of which are the collective boundaries of the Members (the "District").
4. Powers. In addition to authority expressly granted by the Establishing Resolutions, this Agreement, the EMS District Law, the JPA Law, and other applicable laws and regulations, the District may exercise any power that may be exercised by any of its Members that is necessary or reasonable to support the Services. These powers include the authority to participate in state programs and to enforce or carry out state laws related to the Services, including programs providing state aid, reimbursement or funding of employee benefits, and authorizing local enforcement of state standards, and other powers permitted by applicable law.
5. Board. The District shall be governed by a board of representatives (the "Board"), composed initially of one elected representative from each of the Members' governing bodies (the "Representatives"), all as set forth in the Establishing Resolutions. Each Representative must be an elected member of the governing body of its Member, and shall serve at the pleasure of that Member's governing body.
6. Bylaws. Subsequent to the establishment of the District, the Board shall consider for adoption the bylaws, in the form attached hereto as Exhibit B (the "Bylaws"), to govern the number, qualifications, and terms of office of the Representatives, and other matters related to the Board in its operation and governance.
7. Obligations. The District may incur debt under Minnesota Statutes, Chapter 475 and certificates of indebtedness or capital notes under Minnesota Statutes, Section 412.301 to purchase capital equipment (together, the "Obligations"), when the Board determines doing so is necessary to accomplish its duties.
8. Property Tax Levy Authority. Pursuant to Subdivision 4, paragraph (a) of the EMS District Law, the Board shall levy a tax on the taxable real and personal property in the district as determined by the Board on an annual basis. The Board shall certify the levy at the times as provided under Minnesota Statutes, Section 275.07. The Board shall provide the county with whatever information is necessary to identify the property that is located within the district. If the boundaries include a part of a parcel, the entire parcel shall be included in the District. The county auditor will

spread, collect, and distribute the proceeds of the tax at the same time and in the same manner as provided by law for all other property taxes. The proceeds of the levy shall be collected and remitted to the District and used to provide the Services within the District and to pay any outstanding Obligations.

9. Provision of Services. The District shall provide the Services within the District using the proceeds of the annual levy and such other funds as the Board may determine from time to time. The District may also provide the Services to one or more governmental or private entities outside of the District, provided that any such Services are paid for using funds other than the proceeds of the levy. As permitted by the EMS District Law, the Services of the District may be provided by employees of the District or pursuant to a contract for services between the District and one or more other governmental or private entities, including any Member.
10. Additions. Additional political subdivisions may only be added to the District upon adoption of a resolution of the Board and a resolution of the governing body of the political subdivision proposed to be added. The addition of a political subdivision to the District may not cause the District to be out of compliance with Subdivision 2, paragraph (c) of the EMS District Law. Each such additional political subdivision added to the District shall be considered a "Member" for purposes of this Agreement.
11. Withdrawals. A Member may withdraw from the District by resolution of its governing body. The Member must notify the Board of the withdrawal by providing a copy of the resolution at least two years in advance of the proposed withdrawal. The taxable property of the withdrawing Member is subject to the property tax levy under Subdivision 4 of the EMS District Law for the two taxes payable years following the notice of the withdrawal, unless the Board and the withdrawing Member agree otherwise by action of their governing bodies. If a Member withdraws from the District for which Obligations were incurred when the Member was a participating Member, and which is outstanding when the Member withdraws from the District, the withdrawing Member is subject to the same apportionment of the debt levy as applied in the taxes payable year immediately preceding its withdrawal from the District until all such Obligations are paid in full or otherwise satisfied or discharged.
12. Dissolution. The District may be dissolved by resolution approved by unanimous vote of all of the Members then existing. In the event of the dissolution of the District, whether voluntary or involuntary, or by operation of law, except as and to the extent otherwise provided or required by law, the remaining assets and liabilities of the District shall be distributed to the Members pro rata, based on each of the Members' actual contribution to the District in the calendar year of the dissolution shown as a percentage of the total contributions to the District in the same year. Notwithstanding the foregoing, the District may not be dissolved until all outstanding Obligations have been paid or defeased.

13. Compliance and Reporting. The Board shall comply with the reporting requirements under Subdivision 10 of the EMS District Law.
14. Amendment. This Agreement may be amended at any time and from time to time by an agreement in writing of the governing bodies of the Members, and approved by resolution of the governing bodies of the Members.
15. Term. This Agreement shall be in effect until the District is dissolved, or earlier termination by the unanimous vote of all of the Members then existing.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Dodge.
17. Liabilities. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any of the Members, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise. This Agreement is a joint powers agreement pursuant to the JPA Law. The JPA Law provides that this joint powers shall be considered a single governmental unit for liability purposes.
18. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity or the enforceability of the remainder of this Agreement.
19. Execution. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the Members has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

CITY OF CLAREMONT, MINNESOTA

By _____
Mayor

By _____
Administrator/Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ and _____, the Mayor and Administrator/Clerk, respectively, of the City of Claremont, Minnesota, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

(NOTARIAL SEAL)

[Signature page to Joint Powers Agreement for the DCA EMS Special Taxing District]

CITY OF DODGE CENTER, MINNESOTA

By _____
Mayor

By _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ and _____, the Mayor and City Administrator, respectively, of the City of Dodge Center, Minnesota, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

(NOTARIAL SEAL)

[Signature page to Joint Powers Agreement for the DCA EMS Special Taxing District]

CITY OF KASSON, MINNESOTA,
an Issuer

By _____
Mayor

By _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ and _____, the Mayor and City Administrator, respectively, of the City of Kasson, Minnesota, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

(NOTARIAL SEAL)

[Signature page to Joint Powers Agreement for the DCA EMS Special Taxing District]

EXHIBIT A

FORM OF RESOLUTION ESTABLISHING DCA EMS SPECIAL TAXING DISTRICT

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF _____, MINNESOTA

HELD: _____, 2024

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of _____, Dodge County, Minnesota, was duly held at the City Hall, on _____, 2024, commencing at ____:____ o'clock p.m.

The following Councilmembers were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING AN
EMERGENCY MEDICAL SERVICES SPECIAL TAXING DISTRICT
(DCA EMS SPECIAL TAXING DISTRICT)

WHEREAS, it has been proposed that the City of Claremont, Minnesota, the City of Dodge Center, Minnesota, the City of Kasson, Minnesota, and the City of Mantorville, Minnesota (collectively, the "Members"), establish an emergency medical services special taxing district, pursuant to and in accordance with Minnesota Statutes, Sections 144F.01 and 471.59 (together, the "Acts"), in order to provide emergency medical services (the "Services") to the public within the boundaries of the proposed district; and

WHEREAS, each of the Members have duly authorized and entered into that certain Joint Powers Agreement, dated _____, 2024 (the "Agreement"), as required by the Acts;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of _____, Minnesota, as follows, that:

1. The City Council hereby joins with the other Members and establishes the emergency medical services special taxing district, which shall be known as the **DCA EMS Special Taxing District**, and the initial boundaries of which are the collective boundaries of the Members (the "District").

2. The City Council hereby appoints the following elected representative as the City's representative on the Board of the District (the "Representative"):

3. The Representative shall serve on the Board of the District until a successor representative is appointed by resolution of this City Council.

4. Pursuant to Minnesota Statutes, Section 144F.01, Subdivision 4, paragraph (b), the City accepts and shall levy a tax as apportioned by the Board of the District, under a formula or method as determined by the Board. The levy allocated to the City shall be added to the City's levy and spread at the same time and in the same manner as provided by law for all other property taxes. The proceeds of the levy shall be collected and remitted to the District and used to provide the Services and to pay any outstanding obligations of the District.

5. The terms and conditions of the Agreement are incorporated in this resolution as if fully set forth herein, and are hereby affirmed and ratified.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

Adopted on _____, 2024.

By _____
Mayor

Attest _____
[Administrator/Clerk/Clerk-Treasurer]

STATE OF MINNESOTA)
COUNTY OF DODGE) SS
CITY OF _____)

I, the undersigned, being the duly qualified and acting **[Administrator/Clerk/Clerk-Treasurer]** of the City of _____, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular or special meeting of the City Council of said City, duly called and held on _____, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the establishment of an emergency medical services special taxing district.

WITNESS my hand officially as _____ on _____, 2024.

By: _____
Its: **[Administrator/Clerk/Clerk-Treasurer]**

EXHIBIT B

BYLAWS OF THE DCA EMS SPECIAL TAXING DISTRICT

BYLAWS
OF THE
DCA EMS SPECIAL TAXING DISTRICT

This instrument constitutes the Bylaws of the DCA EMS Special Taxing District (the "District"). The District is a special taxing district established by the City of Claremont, Minnesota, the City of Dodge Center, Minnesota, the City of Kasson, Minnesota, and the City of Mantorville, Minnesota (together with any other government units who join the District from time to time, collectively, the "Members" and, individually, a "Member"). The District was created upon the adoption by the Members of resolutions establishing an emergency medical services special taxing district (the "Enabling Resolutions") in accordance with Minnesota Statutes, Section 144F.01 (the "EMS District Law"), and through the execution of a Joint Powers Agreement for an Emergency Medical Services Special Taxing District (DCA EMS Special Taxing District), dated as of _____, 2024, by and between the Members, as may be amended from time to time (the "Joint Powers Agreement") in accordance with Minnesota Statutes, Section 471.59 (the "Joint Powers Law").

ARTICLE I - THE DISTRICT

Section 1. Name; Purpose; Authority. The name of the District shall be as provided in the Joint Powers Agreement, initially, the "DCA EMS Special Taxing District". The general purpose of the District is to provide emergency medical services to the public. The powers of the District are limited to those expressly granted to it by the Establishing Resolutions, the Joint Powers Agreement, the EMS District Law, and the Joint Powers Law, including powers necessary and reasonable to providing emergency medical services to the public.

Section 2. Governing Board.

(a) Powers and Duties. As established in the Joint Powers Agreement, the District is governed by a board of representatives (the "Board"), who is responsible for the business, management, and affairs of the District. The Board may adopt such rules and regulations for the conduct of its business as it deems advisable and, may, in the execution of the powers granted, appoint such agents as it considers necessary.

(b) Number; Qualification; Tenure. The Board shall be comprised of one representative per Member (each, a "Representative") who must be an elected member of the governing body of the appointing Member. Each Member has the right to appoint by resolution its own Representative (and, in its discretion, an alternate Representative) who shall serve at the pleasure of that Member for a term not to exceed the Representative's term of office or until a successor representative is appointed by the Member, whichever occurs first. If any Member ceases to be a part of the District, its Representative shall automatically cease to be a member of the Board.

Section 3. Advisory Board. The Board may appoint an advisory committee, designated as an "Advisory Board," to perform such functions as may be assigned to it by the Board from time to time. The Advisory Board shall be comprised of at least three members, and at least one member of the Advisory Board must be a Representative of the Board. In the event that the District enters into an agreement to provide services to a political subdivision that is not a

Member, the Board may appoint a representative from each such political subdivision to serve as a member of the Advisory Board. The Board has the power to establish terms and qualifications of office for members of the Advisory Board and to fill vacancies in, or change the membership of, an Advisory Board. The chairperson of the Advisory Board shall be appointed by the Board.

Section 4. Address of District. The address of the District shall be as follows:

DCA EMS Special Taxing District
c/o City of Dodge Center, Minnesota
Attn: City Administrator
P.O. Box 430
35 E Main Street
Dodge Center, Minnesota 55927

ARTICLE II - OFFICERS

Section 1. Officers; Qualifications. The officers of the District shall be a Chair, a Vice-Chair, a Treasurer, and a Secretary. The Board shall elect all officers to serve for a one-year term, until their respective successors are elected and qualified, or for such other period as the Board designates. The Chair, the Vice-Chair, the Treasurer, and the Secretary shall each be a Representative, and no Member may be both Chair and Vice-Chair simultaneously.

Section 2. Chair. The Chair shall preside at all meetings of the Board. Except as otherwise authorized by resolution of the Board, the Chair and the Secretary (the Vice-Chair, in the Chair's absence or incapacity) shall sign all contracts, deeds and other instruments made or executed by the District, except that all checks of the District shall be signed by the Treasurer. At each meeting the Chair shall submit such recommendations and information as he or she may consider proper concerning the business, affairs, and policies of the District.

Section 3. Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of the resignation or death of the Chair, the Vice-Chair shall perform such duties as are imposed on the Chair until such time as the Board shall select a new Chair.

Section 4. Secretary. The Secretary shall keep minutes of all meetings of the Board and shall maintain all records of the District. The Secretary shall also have such additional duties and responsibilities as the Board may from time to time and by resolution prescribe.

Section 5. Treasurer. The Treasurer shall have the care and custody of all funds of the District and shall deposit the same in the name of the District in such bank or banks as the Board may select. The Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Board. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, at least annually (or more often when requested), an account of such transactions and also of the financial condition of the District.

Section 6. Additional Duties. The officers of the District shall perform such other duties and functions as may from time to time be required by the Board or the bylaws or rules and regulations of the District.

Section 7. Vacancies. Should the office of Chair, Vice-Chair, Treasurer, or Secretary become vacant, the Board shall elect a successor at the next regular meeting, or at a special meeting called for such purpose, and such election shall be for the unexpired term of said officer.

Section 8. Additional Personnel. The Board may from time to time employ such personnel as it deems necessary to exercise its powers, duties, and functions. The selection and compensation of such personnel shall be determined by the Board.

ARTICLE III - MEETINGS

Section 1. Regular Meetings. The regular meetings of the Board shall occur according to a meeting schedule, if any, adopted or revised from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chair or any two Members of the Board for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered at any time prior to the time of the proposed meeting to each Member or may be mailed to the business or home address of each Member at least two (2) days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if at least a majority of Members of the Board are present at a special meeting, any and all business may be transacted at such special meeting. Notice of any special meeting shall be posted and/or published as may be required by law.

Section 3. Quorum. The powers of the District shall be vested in the Board. A majority of Members shall constitute a quorum for the purpose of conducting the business and exercising the powers of the District and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Board upon a vote of a majority of the Members present, unless otherwise stated herein.

Section 4. Order of Business. The Board may determine the order of business at their meetings. All resolutions shall be written or transcribed and shall be retained in the journal of the proceedings maintained by the Secretary.

Section 5. Adoption of Resolutions. Resolutions of the Board shall be deemed adopted if approved by not less than a simple majority of all Members present, unless otherwise stated herein or a different requirement for adoption is prescribed by law. Resolutions may but need not be read aloud prior to vote taken thereon and may but need not be executed after passage.

Section 6. Written Action. Any action which may be authorized or taken at a meeting of the Board may be authorized or taken without a meeting when authorized in a written action signed by all of the Representatives.

Section 7. Telecommunications. Meetings of the Board may be held through any communications equipment if all persons so participating can hear each other and such participation shall constitute presence at such meeting.

ARTICLE IV - MISCELLANEOUS

Section 1. Dissolution. The District may be dissolved by resolution approved by unanimous vote of all of the Members then existing. In the event of dissolution of the District, whether voluntary or involuntary, or by operation of law, except as and to the extent otherwise provided or required by law, the remaining assets and liabilities of the District shall be distributed as described in the Joint Powers Agreement.

Section 2. Conflicts. In the event of any conflicts between the Joint Powers Agreement and these Bylaws, the Joint Powers Agreement shall control.

Section 3. Amendments to Bylaws. The bylaws of the District shall be amended only by resolution approved by a two-thirds (2/3) majority vote of all of the Members of the Board then existing.

Section 4. Fiscal Year. The fiscal year of the District shall commence January 1 of each year and conclude on December 31 of each year.

Section 5. Conflicts of Interest.

(a) Gifts. No Representative, officer or employee of the District shall solicit or accept, directly or indirectly, anything of substantial monetary value (including any gift, gratuity, favor, entertainment, loan or other consideration) from any person or entity which has, or is seeking, a contractual, donative, employment, financial or other beneficial relationship with the District without first making a disclosure of such conflict of interest to the Board.

(b) Conflict of Interest Procedure. When the Board is considering a proposed transaction that may benefit the private interest of an officer or Representative, or that may create the appearance of such benefit, the Board shall follow the procedure outlined in any Conflict of Interest Policy adopted by the Board, as the same may be amended, restated, or otherwise modified from time to time.

Adopted on [_____].

**JOINT POWERS AGREEMENT
REGARDING THE MANAGEMENT OF EMERGENCY MEDICAL SERVICES
(DCA EMS SPECIAL TAXING DISTRICT)**

This **JOINT POWERS AGREEMENT** (this "**Agreement**") is made and entered into as of [____], 2024 (the "**Effective Date**"), by and between the **City of Dodge Center, Minnesota**, a Minnesota municipal corporation (the "**Manager**"), and the **DCA EMS Special Taxing District** (the "**District**"). (Manager and District may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, as amended (the "**JPA Law**"), by the terms of a joint powers agreement entered into through action of their governing bodies, two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised, or any governmental unit may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself, and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating governmental unit; and

WHEREAS, the JPA Law provides that regardless of the number of participating governmental units of a joint powers agreement, the joint powers may be treated as one governmental unit for purposes of liability; and

WHEREAS, Manager owns and operates an emergency medical service, including a license granted by the Minnesota Emergency Medical Services Regulatory Board ("**MEMSRB**") for the operation of an ambulance service within a specific geographical area (the "**Emergency Medical Services**");

WHEREAS, the City of Mantorville, Minnesota, the City of Claremont, Minnesota, and the City of Kasson, Minnesota, along with the Manager (collectively, the "**Cities**"), have formed the District, pursuant to the JPA Law, Minnesota Statutes, Section 144F.01, as amended (the "**Act**"), certain resolutions of their respective governing bodies, and that certain Joint Powers Agreement, dated _____, 2024, by and between the Cities, all for the purposes of providing and funding emergency medical services within the District, including allocating among the Cities financial responsibility for the expenses of providing such emergency medical services; and

WHEREAS, each of the Cities are authorized by law to provide emergency medical services to their respective residents; and

WHEREAS, the Manager and the District mutually intend to enter into an arrangement under which the Manager will make available the Emergency Medical Services to the District,

which is within the specific geographical area authorized by the license granted by MEMSRB to the Manager; and

WHEREAS, the Parties wish to make a full and complete statement of their agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated and hereby made a part of this Agreement, the terms, conditions and other provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE 1

OBLIGATIONS OF MANAGER

Section 1.1 Emergency Medical Services Assets. The Manager shall have sole responsibility to (i) provide such equipment, including vehicles and medical equipment, as is necessary to satisfy the then-current state licensure requirements (the "**State Requirements**") for operation of the Emergency Medical Services, and (ii) maintain such equipment in good condition, repair and working order.

The District may from time to time acquire assets needed for the provision of the Emergency Medical Services or the Operational Services (as defined herein) subsequent to entering into this Agreement (the "District's Assets"). If and when the District acquires such District's Assets, the Manager shall be responsible for the maintenance and operation thereof in order to provide the Emergency Medical Services, and, if necessary, shall submit a revised budget to the District to account for the additional costs therefor, if any.

Section 1.2 Emergency Medical Services Operations. The Manager will be responsible for all day-to-day operations (the "**Operational Services**") of the Emergency Medical Services, including staffing and training of emergency medical and other personnel, planning, budgeting and other management associated with operating the Emergency Medical Services. The Manager shall provide all Operational Services in a manner consistent with good business practice within the healthcare industry, in compliance with the standards of performance established by MEMSRB and other applicable accrediting agencies or regulatory bodies and authorities having jurisdiction over the Emergency Medical Services.

Section 1.3 Insurance. The District and the Manager shall each obtain and maintain at all times the insurance set forth in Exhibit A, attached hereto, in form, coverage, and amounts as described therein. In the event of cancellation, termination, amendment change or non-renewal of any such policy of either Party affecting the coverage thereunder, such affected Party shall give not less than thirty (30) days' prior written notice to the non-affected Party of such cancellation, termination, amendment change or non-renewal.

Section 1.4 Licenses, Certifications and Registrations. The Manager shall maintain all necessary MEMSRB and other licenses, certifications, registrations or other permits required to operate the Emergency Medical Services.

Section 1.5 Billing and Collections. The Manager will bill and collect from patients, Medicare, Medicaid or any other payor or person for the Emergency Medical Services provided under this Agreement.

Section 1.6 Emergency Medical Services Patient Records. The Manager shall own and maintain any and all patient charts and records and all other documents related to the treatment and care rendered to the patients of the Emergency Medical Services (the "**Patient Records**").

ARTICLE 2

OBLIGATIONS OF THE DISTRICT

Section 2.1 Compensation. The District shall pay the Manager the fees (the "**Fees**") as this term is defined and described in Exhibit B, attached hereto. Payments shall be made to the Manager on a semiannual basis, due by no later than June 30 and December 30 of each year. The Manager shall provide an invoice for payment by no later than May 1 and November 1 of each year, and such other supporting documentation as the District may reasonably require. If the revenues of the District are ever insufficient to pay the Fees when due, the District shall have sixty days to make additional payments in amounts sufficient to compensate the Manager for the outstanding balance owed. After the sixty-day period, any outstanding balance still owed to the Manager shall begin to accrue interest at an annual rate of eight percent. The Fees shall be compensation in full for the Emergency Medical Services furnished by the Manager under this Agreement, and are intended to compensate the Manager for the fair market value of the Emergency Medical Services. The rights and obligations of this Section 2.1 shall survive the expiration or termination of this Agreement and shall continue indefinitely with respect to the Emergency Medical Services rendered prior to termination. The Fees discussed in this Section 2.1 are separate and distinct from charges the Manager bills to third-parties (e.g. patients, insurers, etc.) for the Emergency Medical Services provided to patients. The Manager shall set the rates, charges, and other such fees for third-parties, in its sole discretion, and will invoice such third-parties subsequent to the rendering of the Emergency Medical Services.

ARTICLE 3

JOINT OBLIGATIONS OF PARTIES

Section 3.1 Compliance and Federal Health Care Program Participation. The Parties hereto hereby represent and warrant that (a) neither Party is excluded from or otherwise ineligible for participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b(f), for the provision of items or the Emergency Medical Services for which payment may be made under a federal health care program; (b) neither Party has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such Party knows or should know is excluded from or otherwise ineligible for participation in any federal health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. Section 1320a-7e(g), has occurred or is pending or threatened against either Party or, to either Party's knowledge, against any of its owners, employees, contractors or agents.

Section 3.2 Privacy Agreement. The Parties have determined that the Manager is acting as a "**Business Associate**" (as defined in the Privacy Standards promulgated pursuant to the Health Insurance Portability and Accountability Act) of the District when it performs the Emergency Medical Services pursuant to this Agreement, and therefore the services performed by Manager under this Agreement will be covered by a Business Associate Agreement between the Parties.

Section 3.3 Information Sharing. To the extent necessary to accomplish the purposes of this Agreement and in accordance with the Business Associate Agreement and state and federal law regulating the confidentiality of patient information, the Parties shall share patient information only to the extent necessary for the Manager to provide the Emergency Medical Services.

Section 3.4 Cooperative Efforts. The District and the Manager agree to devote their good faith and commercially reasonable efforts to promote cooperation and effective communication among them in the performance of the Emergency Medical Services.

Section 3.5 Third Party Claims. In a lawsuit against both the Manager and the District arising out of the Emergency Medical Services, each Party agrees to use its good faith and commercially reasonable efforts to cooperate with the other Party in defense of such lawsuit to develop and achieve a goal for joint defense, including without limitation, by giving the other party written notice of any settlement negotiations and written notice prior to accepting any settlement.

Section 3.6 Compliance with Laws; Nondiscrimination. Each Party agrees to fully comply with all applicable federal, state and local laws, rules and regulations affecting such Party's performance under this Agreement. Without limiting the generality of the foregoing, each Party agrees to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, Section 504 of the Rehabilitation Act of 1973, and all related regulations, to ensure that such Party shall not discriminate against any recipient of the Emergency Medical Services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving federal financial assistance.

ARTICLE 4

TERM AND TERMINATION

Section 4.1 Term. The term ("**Term**") of this Agreement shall be for a period of five years, commencing on January 1, 2025. This Agreement shall automatically renew for two additional five-year terms; provided, however, that if any party receives written notice of request for non-renewal by the other party by no later than June 30th of the fifth year of any term, this Agreement shall not automatically renew, and the parties agree to negotiate in good faith a new agreement for the provision of Emergency Medical Services.

Section 4.2 Termination. Except as otherwise provided herein, this Agreement shall be terminated upon the occurrence of any one of the following:

- (a) Immediately upon mutual written agreement of the Parties.

(b) On December 31st of any year in which one party receives on or before June 30th of that same year advanced written notice of termination of this Agreement from the other party, unless said notice provides for termination on December 31st of a latter year.

(c) On December 31st of any year immediately following the year in which one party receives after June 30th advanced written notice of termination of this Agreement from the other party, unless said notice provides for termination on December 31st of a latter year.

(d) Receipt of notice that (i) a petition for relief under federal bankruptcy law has been filed by or against a Party; (ii) an event of liquidation, rehabilitation or similar proceeding under Minnesota law has commenced; or, (iii) upon receipt of notice of other fiscal insolvency of any Party.

(e) In the event of a material breach of this Agreement by any Party, the other Party shall have the right to terminate this Agreement by service of written notice upon the defaulting Party (the "**Default Notice**"). In the event such breach is not cured within thirty (30) days after service of the Default Notice, this Agreement shall automatically terminate at the election of the non-defaulting Party upon the giving of a written notice of termination to the defaulting Party not later than sixty (60) days after service of the Default Notice.

ARTICLE 5

INDEPENDENT CONTRACTOR

The Manager shall at all times act as an independent contractor. The Parties expressly understand and agree that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other of them except as otherwise specifically provided in this Agreement.

ARTICLE 6

CONFIDENTIALITY AND PROPRIETARY INFORMATION

Section 6.1 Confidentiality. Each of the Parties acknowledges that, in the course of performing under this Agreement, such Party may obtain information relating to the other Party which such Party knows or has reason to know is "**Confidential Information**" (as defined in Section 6.2 below) of the other Party. Each Party covenants and agrees that during the Term, and for so long as the Confidential Information remains confidential, secret or otherwise wholly or partially protectable, it shall not, without the prior written consent of the Party to whom the Confidential Information belongs or as required by law, directly or indirectly, except in the performance of its duties, responsibilities and obligations under this Agreement (a) use the Confidential Information; or (b) disclose the Confidential Information to any third party except that a Party may disclose Confidential Information of the other Party to its legal counsel or

financial advisors, provided that such legal counsel or advisors agree to be bound by the terms and conditions of this Article 6.

Section 6.2 Confidential Information. As used herein, "**Confidential Information,**" of a Party means any information and documents of any kind relating to the business and operations of such Party, whether or not reduced to written or other tangible form, which (a) is not generally known to the public or in the industry; (b) has been treated by such Party as confidential and/or proprietary; or (c) is of competitive advantage to such Party and such Party has a legally protectable interest therein. Confidential Information, as used herein, shall include, but not be limited to, the names and addresses of the patients, medical records, pricing and discount lists and schedules, policies, procedures and general know-how concerning the Emergency Medical Services, financial records, internal memoranda, reports, contractual arrangements, proprietary technology and trade secrets. Confidential Information, as used herein, shall not include information and documents of a Party which is or becomes generally available to and known by the public (other than as a result of actions attributable to the other Party) or was in the actual possession of the other Party immediately prior to the time one Party disclosed it to the other Party.

Section 6.3 Equitable Relief. Each Party acknowledges and agrees that any breach of the terms of this Article 6 by it will result in irreparable harm to the other Party, for which such other Party cannot be reasonably or adequately compensated in damages for such breach and that such other Party shall therefore be entitled, in addition to any other remedies that may be available to it, to seek any and all equitable remedies including, without limitation, injunctive relief, to prevent such breach and to secure the enforcement thereof.

Section 6.4 Government Data Practices Act. Notwithstanding the foregoing Sections of this Article 6, the Parties acknowledge and agree that both Parties are governed by and subject to Minnesota Statutes, Chapter 13, known as the Minnesota Government Data Practices Act (the "**MGDPA**"), Minnesota Statutes, Chapter 13D, known as the Minnesota Open Meeting Law (the "**MOML**"), and other such related laws requiring the Parties, among other things, to disclose certain public data upon request, or to make meetings of elected or otherwise public officials open to the public ("**Public Laws**"), and that therefore Sections 6.1 through 6.3 do not apply to any disclosure of Confidential Information that are required by Public Laws to be disclosed, but only to the extent that such information is in fact required by Public Laws to be disclosed.

Section 6.5 Survival. The provisions of this Article 6 shall survive the expiration or early termination of this Agreement.

ARTICLE 7

ACCESS TO BOOKS AND RECORDS

Upon written request made any time within four (4) years after the furnishing of the Emergency Medical Services pursuant to this Agreement, either Party shall make available to the Secretary of Health and Human Services or the Comptroller General, or to any of their duly authorized representatives, where required by Section 1861(v)(1)(I)(i) of the Social Security Act and the regulations pursuant thereto, access to this Agreement, and to the books, documents and

records of such Party as may be necessary to verify the nature and extent of the Emergency Medical Services furnished. The Parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement.

ARTICLE 8

DISPUTE RESOLUTION

If the District makes a good faith determination that Manager is in breach of its obligations hereunder, then the District shall provide written notice thereof to the Manager describing in reasonable detail the nature of the alleged breach or disagreement and other information pertinent thereto (a "**Breach Notice**"). Within fifteen (15) business days of receipt of a Breach Notice, representatives of the the Manager and the District (along with their respective advisors) shall meet on a regular basis to discuss and resolve the alleged breach identified in the Breach Notice. If the Manager and the District are unable to resolve the alleged breach or disagreement by identified in the Breach Notice to the reasonable satisfaction of the District within thirty (30) days of the delivery of the Breach Notice, then the Parties will first proceed in good faith to submit the matter to mediation. Either Party may request mediation by notifying the other Party in writing of its desire to submit the matter to mediation. Within ten (10) business days following notice of intent to proceed to mediation, the Parties shall jointly select, appoint and arrange to meet with an impartial person who can mediate and facilitate the Parties toward a resolution using an informal and confidential process. The mediator cannot impose binding decisions on the parties. The Parties must agree to the terms of any settlement arising out of the mediation process in order for such agreement to become binding. The Parties will share equally in the cost of such mediation, regardless of the outcome of the process. The mediation, unless otherwise agreed, shall terminate if the Parties have not been able to resolve the dispute within thirty (30) calendar days from the date when mediation meetings began. Upon such termination, either Party may elect to terminate this Agreement and pursue any and all remedies available at law or at equity.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 Notices and Payments. All notices, requests, demands, payments and other communications to be made hereunder shall be in writing and shall be deemed to have been duly given if either mailed by certified mail, return receipt requested, postage prepaid, or hand delivered and with such delivery evidenced by a signed receipt or sworn affidavit of the deliverer, as follows:

If to the District: DCA EMS Special Taxing District
c/o City of Dodge Center, Minnesota
Attn: City Administrator
PO Box 430
35 E Main Street
Dodge Center, MN 55927

With copies to: City of Mantorville, Minnesota
Attn: City Clerk/Treasurer
PO Box 188
21 5th Street E
Mantorville, MN 55955

City of Kasson, Minnesota
Attn: City Administrator
401 5th Street SE
Kasson, MN 55944

City of Claremont, Minnesota
Attn: City Administrator/Clerk
PO Box 235
140 W Front Street
Claremont, MN 55924

Taft Stettinius & Hollister LLP
Attn: Dan Burns
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

If to Manager: City of Dodge Center, Minnesota
Attn: City Administrator
PO Box 430
35 E Main Street
Dodge Center, MN 55927

With copy to: Taft Stettinius & Hollister LLP
Attn: Dan Burns
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or to such other address as either party hereto may request by such written notice. Any notice given in accordance with this Article shall be deemed to have been received either three (3) days after it was mailed or upon delivery, whichever first occurs.

Section 9.2 Severability. If any provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

Section 9.3 Entire Agreement. This Agreement and the Exhibit attached hereto, contains the entire understanding of the District and of the Manager with respect to the transactions contemplated hereby and supersedes all other agreements and understandings among the District and the Manager.

Section 9.4 Amendment; Waiver. This Agreement may be amended only by a written agreement authorized by the affirmative vote of the governing body of both the Manager and the District and executed by the authorized representatives of both Parties. No provision of this Agreement may be waived other than by a written instrument signed by the party or parties so waiving such provision as contemplated herein. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit, or waive either Party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

Section 9.5 Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Minnesota. Venue shall lie exclusively in Dodge County, Minnesota.

Section 9.6 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, all of which together shall constitute one and the same Agreement.

Section 9.7 Successors and Assigns. All the terms, conditions, covenants, agreements and provisions of this Agreement shall inure to the benefit of and be binding upon the District and the Manager and upon their respective personal representatives, heirs, successors and permitted assigns.

Section 9.8 Impossibility. No Party hereto shall be liable for any delay in performance or failure to perform when fire, flood, explosion, accident, unavailability of equipment, supplies, parts or materials, energy shortage, war, weather, casualty, act of God, sabotage, law or government regulation, or any other cause reasonably beyond such Party's control makes performance impossible despite the best efforts to perform by the Party from whom performance is required.

Section 9.9 No Third-Party Beneficiary. This Agreement is for the benefit solely of the District and the Manager and their respective successors and permitted assigns and it shall give rise to no third party rights and shall not be enforceable by any other party (as a third party beneficiary or otherwise).

Section 9.10 Assignment. Neither this Agreement nor any of the rights, interests or obligations of any party hereunder may be assigned, delegated or otherwise transferred by such party, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party hereto, and any attempted assignment, delegation or other transfer without such consent shall be null and void.

Section 9.11 Non-Delegation. No provision of this Agreement shall be construed to permit or require the delegation by the District of any governmental function of the District.

Section 9.12 Liabilities. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any of the Parties or Cities, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise. This Agreement is a joint powers agreement pursuant to the JPA Law. The JPA Law provides that this joint powers shall be considered a single governmental unit for liability purposes.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Joint Powers Agreement Regarding the Management of Emergency Medical Services on the Effective Date set forth above.

[Signature page 1 of 2]

CITY OF DODGE CENTER, MINNESOTA

By: _____
Mayor

ATTEST:

City Administrator

NOTARY

STATE OF MINNESOTA)
 :
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ of _____, 2024, by [____], who is the Mayor of the City of Dodge Center, and [____], who is the City Administrator of the City of Dodge Center, on behalf of the City.

NOTARY PUBLIC

Signature Page to the Joint Powers Agreement Regarding the Management of Emergency Medical Services for the DCA EMS Special Taxing District

DISTRICT

By: _____
Board Chair

ATTEST:

Secretary

NOTARY

STATE OF MINNESOTA)
 :
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ of _____, 2024, by _____, who is the Board Chair of the DCA EMS Special Taxing District, and [_____], who is the Secretary of the DCA EMS Special Taxing District, on behalf of the District.

NOTARY PUBLIC

Signature Page to the Joint Powers Agreement Regarding the Management of Emergency Medical Services for the DCA EMS Special Taxing District

EXHIBIT A
INSURANCE REQUIREMENTS:

District's Insurance requirements:

Manager's Insurance requirements:

EXHIBIT B
FEEES

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF _____, MINNESOTA

HELD: _____, 2024

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of _____, Dodge County, Minnesota, was duly held at the City Hall, on _____, 2024, commencing at ____:____ o'clock p.m.

The following Councilmembers were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING A JOINT POWERS AGREEMENT FOR AN
EMERGENCY MEDICAL SERVICES SPECIAL TAXING DISTRICT
(DCA EMS SPECIAL TAXING DISTRICT)

WHEREAS, it has been proposed that the City of Claremont, Minnesota, the City of Dodge Center, Minnesota, the City of Kasson, Minnesota, and the City of Mantorville, Minnesota, enter into a Joint Powers Agreement (the "Agreement") for an emergency medical services special taxing district, pursuant to and in accordance with Minnesota Statutes, Sections 144F.01 and 471.59 (together, the "Acts"); and

WHEREAS, the form of the Agreement has been submitted to the City Council for review and approval;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of _____, Minnesota, as follows, that:

1. The City Council hereby approves the Agreement, in substantially the form submitted, and the Mayor and **[Administrator/Clerk/Clerk-Treasurer]** are hereby authorized and directed to execute the Agreement on behalf of the City.

2. The approval hereby given to the Agreement includes approval of such additional details therein as may be necessary and appropriate, and such modifications thereof, deletions therefrom, and additions thereto, as may be necessary and appropriate and approved by City officials, staff, consultants, and legal counsel. The execution of the Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Agreement in accordance with the terms hereof.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

Adopted on _____, 2024.

By _____
Mayor

Attest _____
[Administrator/Clerk/Clerk-Treasurer]

STATE OF MINNESOTA)
COUNTY OF DODGE) SS
CITY OF _____)

I, the undersigned, being the duly qualified and acting **[Administrator/Clerk/Clerk-Treasurer]** of the City of _____, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular or special meeting of the City Council of said City, duly called and held on _____, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the approval of a Joint Powers Agreement for an emergency medical services special taxing district.

WITNESS my hand officially as _____ on _____, 2024.

By: _____
Its: **[Administrator/Clerk/Clerk-Treasurer]**

Ambulance funding

Joint powers and taxing proposal worth serious consideration

DODGE CENTER AMBULANCE

PROUDLY SERVING DODGE CENTER, KASSON, MANTORVILLE, CLAREMONT, AND SURROUNDING TOWNSHIPS

Iowa nonprofit ambulance agency asks to be county department to stabilize its finances

"The cost of actually providing services has really outpaced the reimbursement receipt," said Linda Frederiksen, executive director for MEDIC

Oct 18, 2022

By Sarah Watson
Moline Dispatch and Rock Island Argus

DAVENPORT, Iowa — A possible solution is on the table to stabilize MEDIC's finances as the ambulance service in Scott County faces staffing shortages and rising operating costs.

Why Isn't EMS Essential? Growing Amount of States Look to Change That

Experts say the momentum might be driven by the pandemic, a decline in volunteerism and the rural health care shortage.

Share This Article | [x](#) [f](#) [in](#) [e](#)

Tribune Content Agency
09.12.2023



Neb. city, county, fire district set deadline for fair share of EMS costs

Columbus officials recognize the importance of EMS outside the city as well as the cost to city taxpayers

Jun 12, 2023

About DCA

Cover Central Dodge County

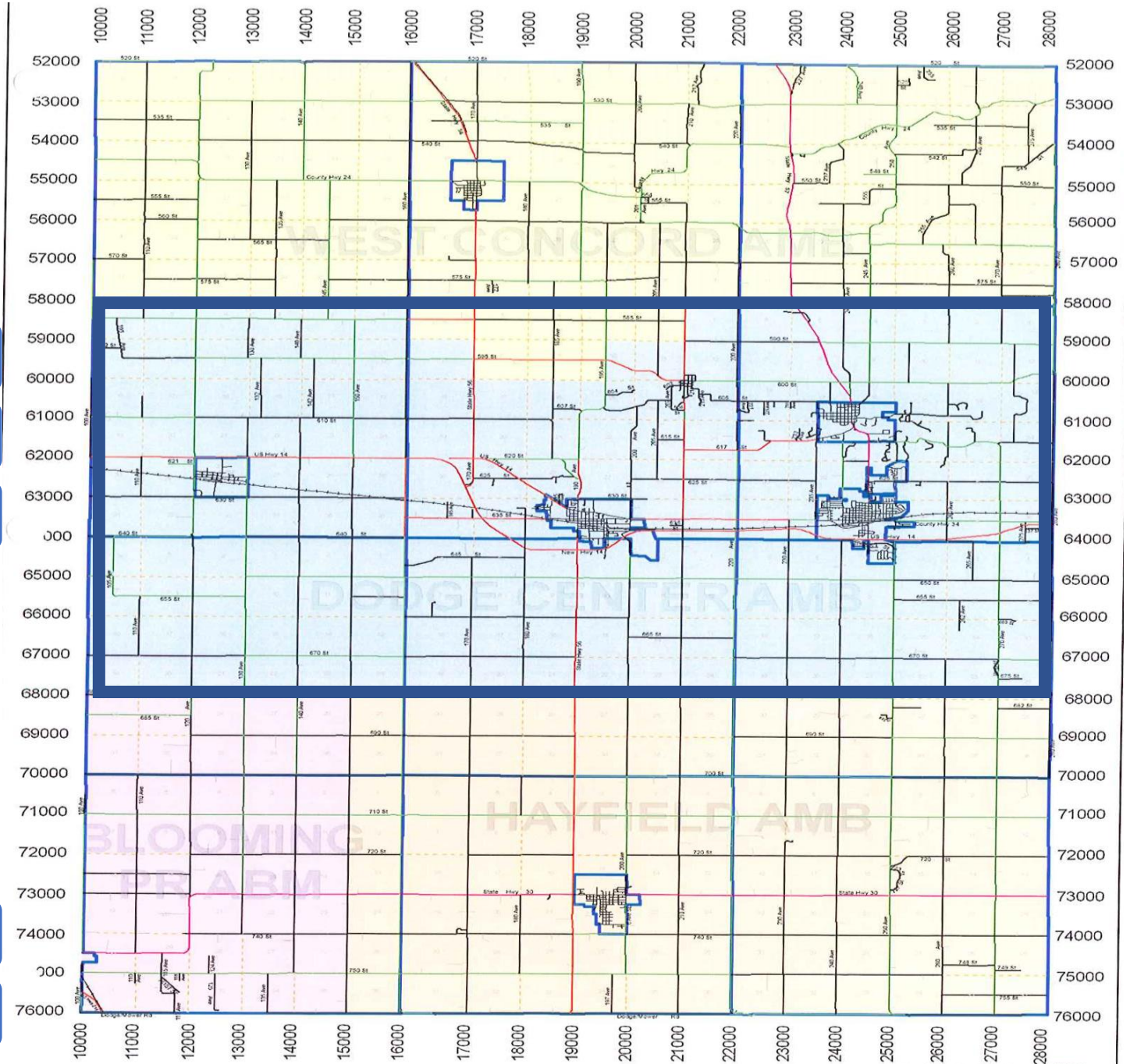
2 Ambulances, 1 SUV

~40 members(employees)

- 3 Full-time(Recently 4)
 - 1 Admin(Cover as needed)
 - 1 @ 50/50 Training/Truck(24 per week)
 - 1 @ 48 hours per week on Truck
- 3 Part Time
 - At least 24 hours of coverage per week on Truck
- ~32 Paid on Call – Covered over 13,000 Hours (2022)
 - \$3.00 “on call” pay then hourly rate(\$12-\$15) while on call for service.

Paid on call cover about 6.5 Full Time

Medical Director – Dr. Aaron Klassen(Mayo)



License/Laws

What
do we
have?

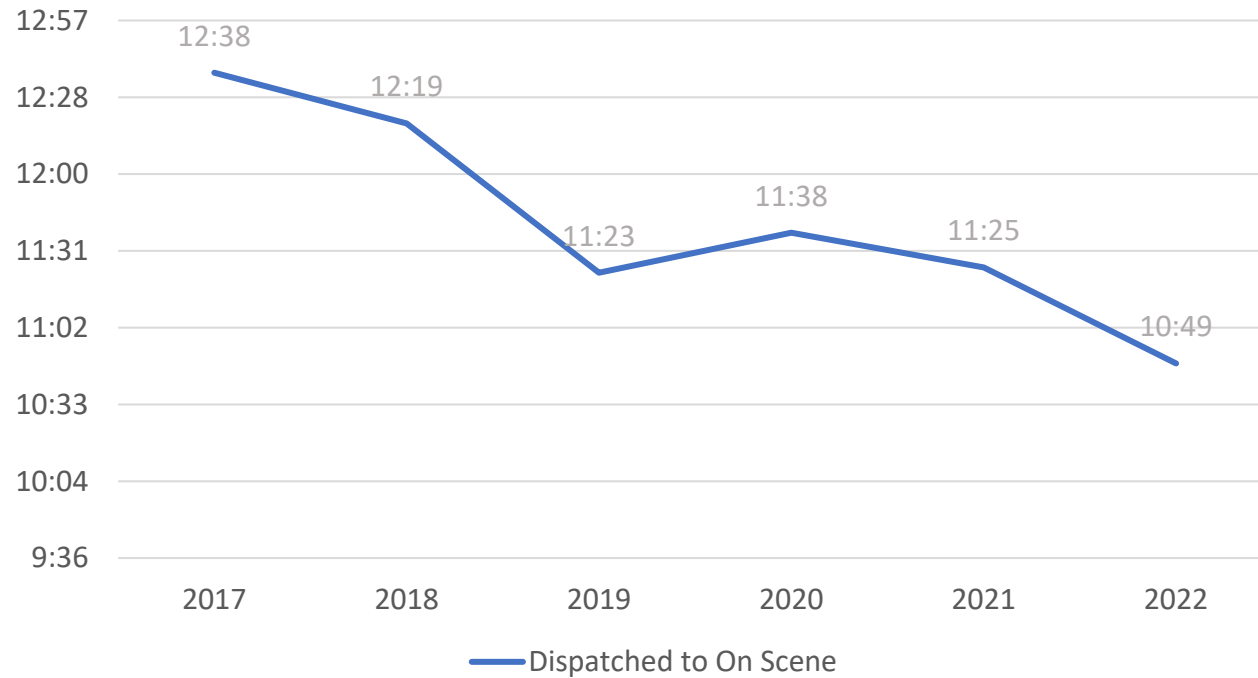
- BLS #0306
- ALS #1934
- Training Program #6157

Laws
(144E.)

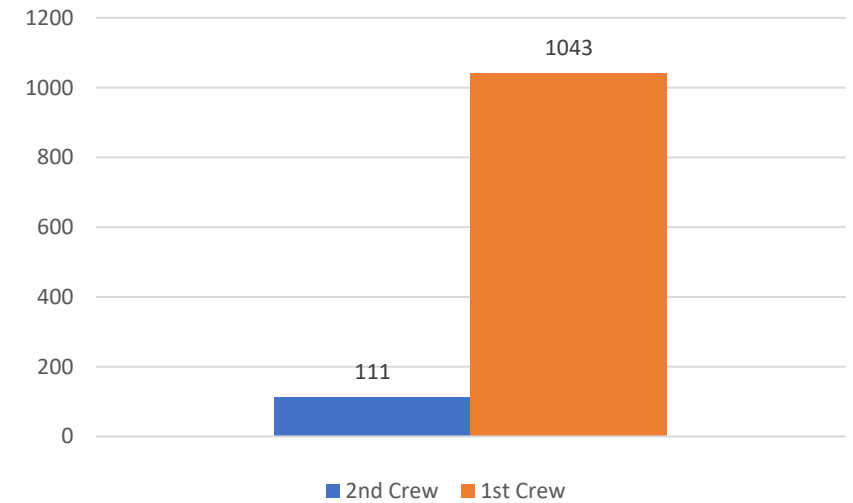
- EMSRB (Emergency Medical Services Regulatory Board)
- Annual Skills/Certifications
- Primary Service Area
- Other Licensure Requirements/Restrictions

Statistics

Primary Calls*
Dispatched to On-Scene Times

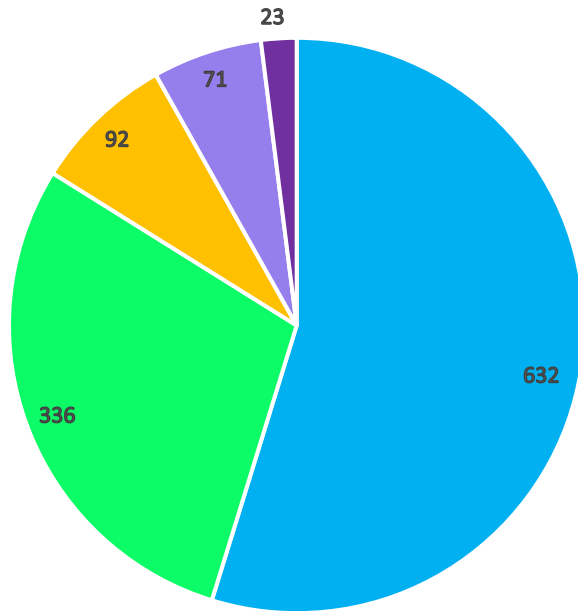


Primary and Secondary Responses 2022



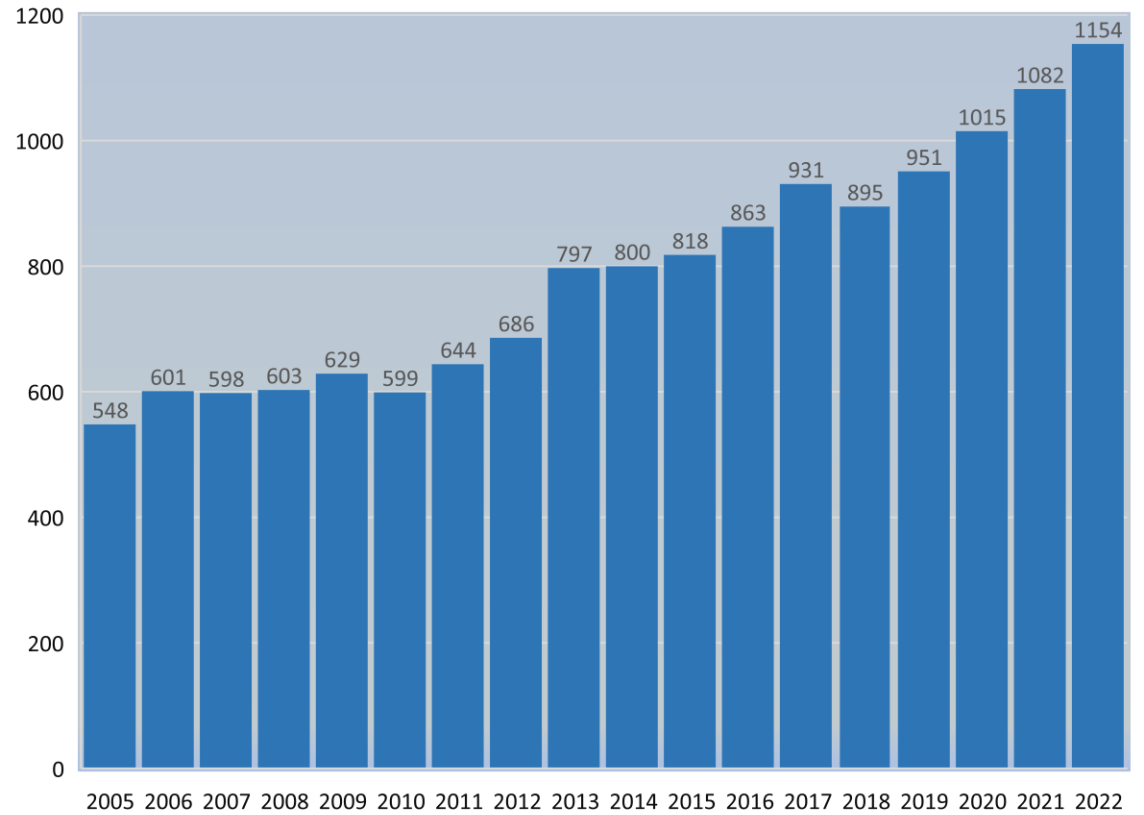
Up 27 calls as of 9/26/23 (858)

Responses by Zip Code



■ Kasson ■ Dodge Center ■ Mantorville ■ Claremont ■ HFD, WC, RST, OWT

Call Volume Trends



Statistics (2022)

The Financials (2022)

Billed – 872

- \$1,735,949.40

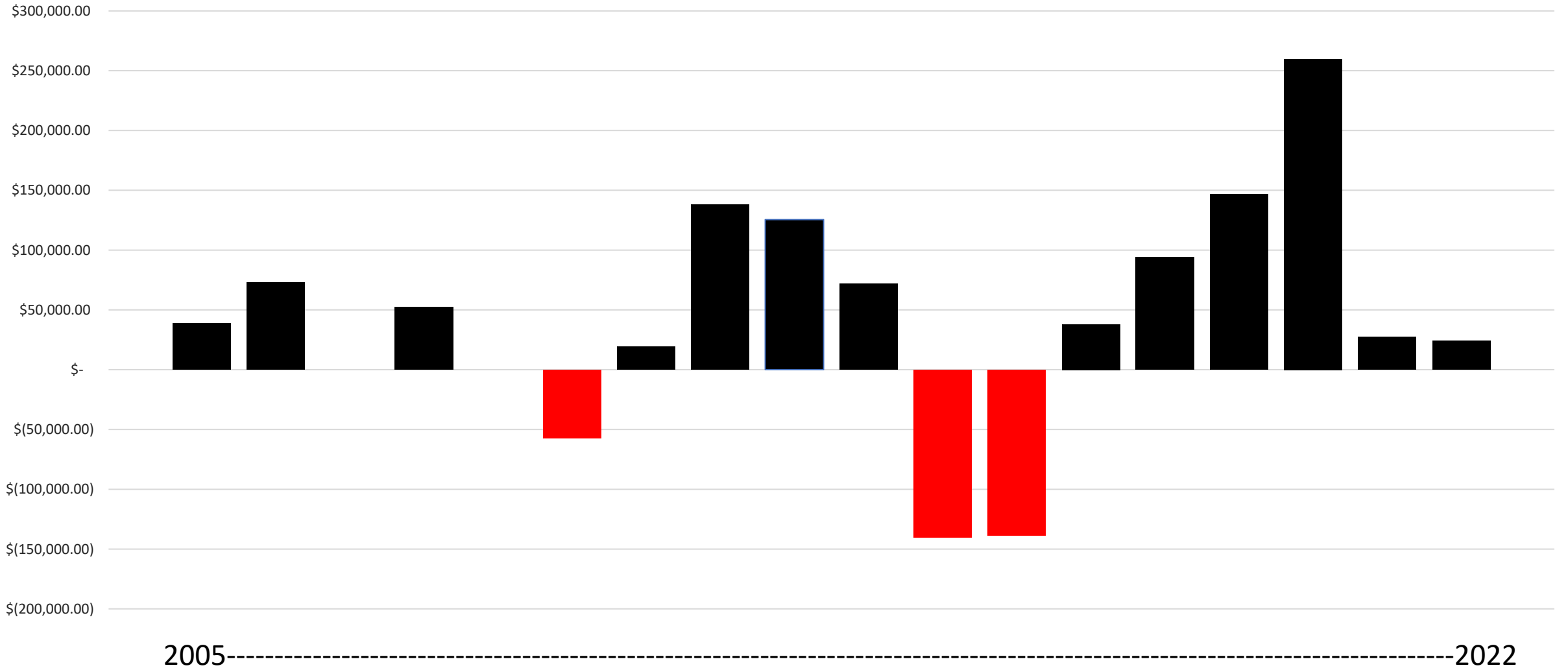
Paid in full /partial – 794

- \$887,584.83
- About 10% of bills get paid in full immediately.

Insurance Adjustments

- \$848,364.57

Net Effect - Rev/Exp



*2019/ FEMA grant received & 2020 cares funds received

Other Financial Factors

- Supply Costs
 - Availability of Supply
- Fuel Costs
- Demand on Staffing
- Equipment Costs
 - Cardiac monitor \$38,000 >>> \$48,000
- Ambulance Costs
 - \$200,000(2021) >>> \$260,000 (2023)
 - Ordered about 1.5 years apart.
- Over \$500,000 in capital could be replaced today

What have we done?

- Increased Rates
- Staffing Changes
 - Currently down 1 FTE
 - Trialed 1.5 FTE
- Limit overstock on supply
- Searched for cheaper platforms (charting, training)
- Delay capital purchases
- Revenue Recapture
- Grants/State Reimbursement

What are our Neighbors Doing?

Mayo – Hospital Backed(Interfacility Transfers)

West Concord(Fire Based/use of Fire Levy)
– Hiring 2 EMT's - Possibly

Hayfield – Handshake Agreement(Per Capita \$150/House???)

Services Similar in Size

- Zumbrota – Joint Powers Board (Uses a per capita to obtain funds)
- Lake City – Handshake Agreement (Per Capita)
 - Most Common in state – Amounts Vary.

Is there a solution?

The Question

- What kind of service do you want in your community? Many options!

The Options

- Taxing District with governing board?
- Handshake agreement per capita/house?
- No Local Ambulance/Control?

The Biggest Barrier (potentially)

- EMSRB License Laws

Let's Talk About It!





2200 IDS Center, 80 South 8th Street
Minneapolis, MN 55402-2210
Tel: 612.977.8400 | Fax: 612.977.8650
taftlaw.com

Affirmative Action, Equal Opportunity Employer

Daniel F. Burns
612.977.8511
dburns@taftlaw.com

February 21, 2024

VIA E-MAIL

Lee Mattson
City Administrator
City of Dodge Center
PO Box 430
35 E Main Street
Dodge Center, MN 55927

Timothy Ibisch
City Administrator
City of Kasson
401 5th Street SE
Kasson, MN 55944

Gretchen Lohrbach
City Clerk/Treasurer
City of Mantorville
PO Box 188
21 5th Street E
Mantorville, MN 55955

Elizabeth Sorg
Administrator/Clerk
City of Claremont
PO Box 235
140 W Front Street
Claremont, MN 55924-0235

Re: Engagement Letter Terms and Conditions for DCA EMS Special Taxing District

Dear Mr. Mattson, Ms. Lohrbach, Mr. Ibisch, and Ms. Sorg:

Thank you for selecting Taft Stettinius & Hollister LLP ("Taft") to represent the anticipated-to-be-established DCA EMS Special Taxing District (the "District"). This letter will describe the basis on which our firm will provide legal services to this District.

Client. Our client in this matter will be the District.

Scope of Engagement. We have agreed that we will represent the District (i) in its establishment, including providing forms of resolutions, agreements, and other documents related thereto, and (ii) as Bond Counsel on bonds or other obligations issued by the District, and other public finance matters if requested by the District.

Payment of Fees. Our fees will be rendered upon completion of the District's establishment and required approvals related thereto, and, for bond issuances or other public finance matters, upon completion of issuance of the bonds or completion of such public finance matters.

You agree that in the event that the District is successfully established, the City of Dodge Center, Minnesota ("Dodge Center"), will pay for legal services rendered for such establishment, and shall be reimbursed from the District after the District receives levy or other revenues sufficient to fully reimburse Dodge Center for such payment. You also agree that in the event that the District is not established, for

Lee Mattson
Timothy Ibisch
Gretchen Lohrbach
Elizabeth Sorg
February 21, 2024
Page 2

whatever reason, Dodge Center will facilitate the payment of the fees incurred for any services rendered, and may ask each of the other addressee cities to contribute to such payment.

Conflicts of Interest. (a) Our firm is a relatively large law firm and represents many other entities. Thus, during the time we are representing you, we may also represent other present or future clients in disputes or transactions adverse to you that are unrelated to this representation. Specifically, we have historically represented each of the addressee municipalities in legal matters, most recently as Bond Counsel and/or Economic Development Counsel, and may be asked to do so again in the future.

Based on the foregoing, you agree that our representation of you will not disqualify our firm from (i) current or future legal representation, including but limited to Bond Counsel and/or Economic Development Counsel, of each of the addressee municipalities, or (ii) representing other clients whose interests are or may be adverse to yours on matters unrelated to our representation of you or opposing you in other matters, including litigation, that are unrelated to this representation, and you consent to any conflict of interest with respect to those representations. We agree, however, not to use any proprietary or other confidential information concerning you acquired by us as a result of our representation of you to your material disadvantage in connection with any litigation or other matter in which we are opposed to you.

(b) In part because of the number of clients that Taft represents and the complexity of the matters in which we become involved, from time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and you over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our General Counsel. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and the client's firm and that such consultation with firm's counsel may not be privileged, unless the firm either withdraws from the representation of the client or obtains the client's consent to consult with counsel.

We believe that it is in our clients' interest, as well as Taft's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the Company, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with either Taft internal counsel or, if we choose, outside counsel, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Taft may have to protect the confidentiality of our communications with counsel.

Termination of Engagement. The District may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the District, or the addressee cities, of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the District, or the addressee cities, through the date of termination.

Lee Mattson
Timothy Ibisch
Gretchen Lohrbach
Elizabeth Sorg
February 21, 2024
Page 3

If the above meets with your approval, please sign in the space provided below and return a copy of the signature page to me. A pdf by email is acceptable.

We look forward to working with you. Please call me if you have any questions.

Sincerely,
Taft Stettinius & Hollister LLP



Daniel F. Burns

Acknowledged and agreed:
The City of Dodge Center

By: _____
Lee Mattson, City Administrator

Date: _____, 2024

Acknowledged and agreed:
The City of Kasson

By: _____
Timothy Ibisch, City Administrator

Date: _____, 2024

Acknowledged and agreed:
The City of Mantorville

By: _____
Gretchen Lohrbach, City Clerk/Treasurer

Date: _____, 2024

Acknowledged and agreed:
The City of Claremont

By: _____
Elizabeth Sorg, Administrator/Clerk

Date: _____, 2024

DFB:cln

MEMO

To: Mayor and Council

From: Gretchen Lohrbach

Date: 8/23/2024

Re: Proposed Casey's Signage Change

BACKGROUND

Casey's Corporate has changed their logo and wants to switch out the signage at their location in Mantorville. Because it is in the historic district, the Mantorville Restoration Association has stated their position on the matter. Following are the proposed changes and the MRA's letters regarding those changes, an email trail, the City Attorney's response, and our ordinances.

ACTION

Council may choose to make a decision on this matter.



Site #2831


320 N MAIN ST - MANTORVILLE, MN 55955

persona
SIGNS | LIGHTING | IMAGE

Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer:
CASEY'S
Location:
MANTORVILLE, MN
File Name:
467919 - R2 - SITE 2831 - MANTORVILLE, MN

Project No.:
467919
Request No.:
61996
Prepared By:
SC
Date:
05JUL24
Revision:
2

 This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disposed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

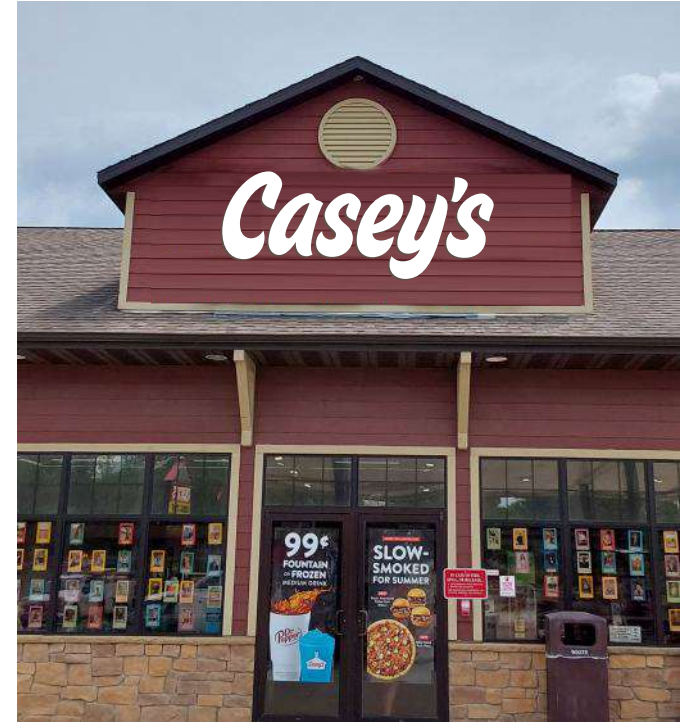
EXISTING SITE OVERVIEW



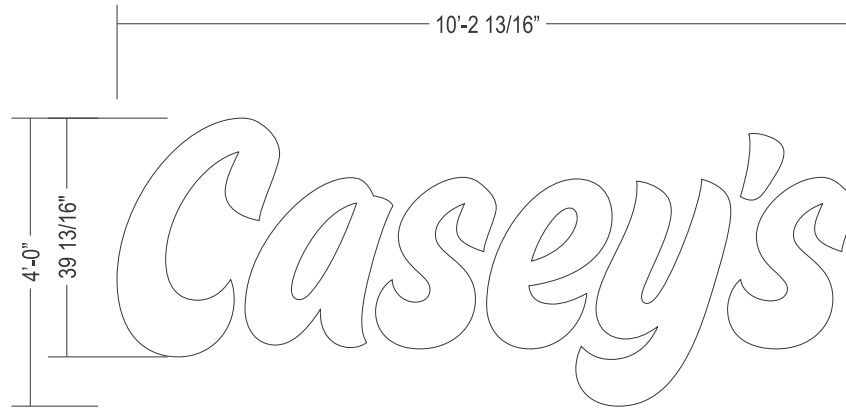
SIGN 1



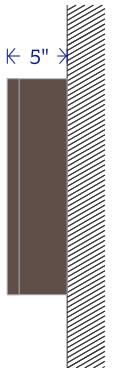
EXISTING
36" X 155" DISPLAY



PROPOSED



CHANNEL LETTERS DETAIL
SCALE: 3/8" = 1'-0"



SIDE PROFILE
NTS



Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer: CASEY'S	Project No.: 467919	Request No.: 61996
Location: MANTORVILLE, MN	Prepared By: SC/NC	
File Name: 467919 - R2 - SITE 2831 - MANTORVILLE, MN	Date: 08/01/24	Revision: 2



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

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Customer Approval (Please Initial):

Approval Date:

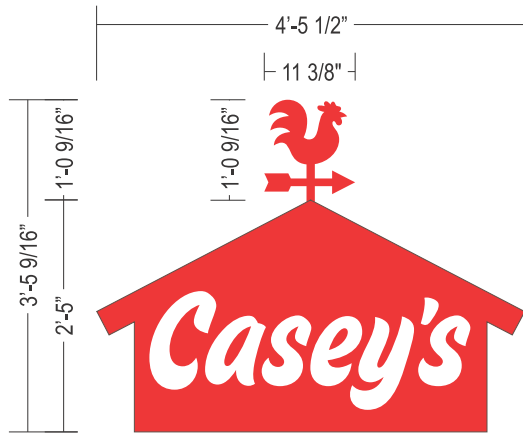
SIGN 2



EXISTING
20'-9" BETWEEN LIGHTS



PROPOSED



SIDE VIEW
NTS

WALL SIGN DETAIL
SCALE: 1/2" = 1'-0"

**TECHNICAL SURVEY REQUIRED
PRIOR TO PRODUCTION**



Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer:
CASEY'S
Location:
MANTORVILLE, MN
File Name:
467919 - R2 - SITE 2831 - MANTORVILLE, MN

Project No.:
467919
Request No.:
61996
Prepared By:
SC/NC
Date:
08/01/24
Revision:
2



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Customer Approval (Please Initial):

Approval Date:

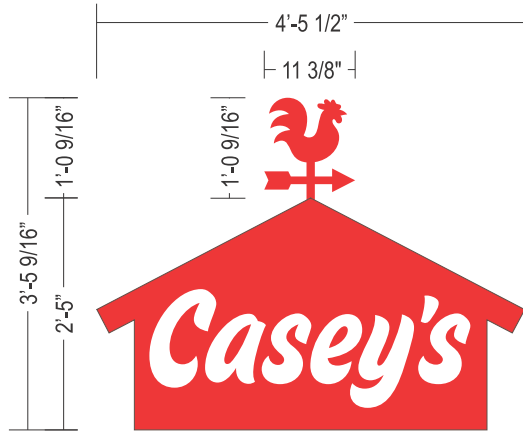
SIGN 3



EXISTING
20'-9" BETWEEN LIGHTS



PROPOSED



WALL SIGN DETAIL
SCALE: 1/2" = 1'-0"



SIDE VIEW
NTS

**TECHNICAL SURVEY REQUIRED
PRIOR TO PRODUCTION**



Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer:
CASEY'S
Location:
MANTORVILLE, MN
File Name:
467919 - R2 - SITE 2831 - MANTORVILLE, MN

Project No.:
467919
Request No.:
61996
Prepared By:
SC/NC
Date:
08/01/24
Revision:
2



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

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Customer Approval (Please Initial):

Approval Date:

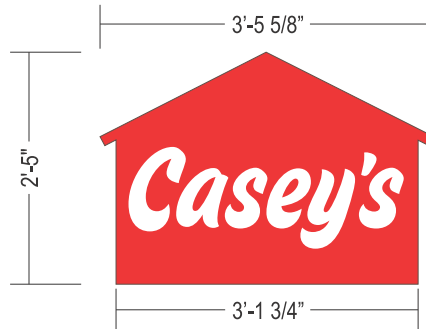
SIGN 4



EXISTING
29 1/2" X 28" LOGO
45" TALL CANOPY



PROPOSED



FACE REPLACEMENT DETAIL
SCALE: 1/2" = 1'-0"



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

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Customer Approval (Please Initial):

Approval Date:

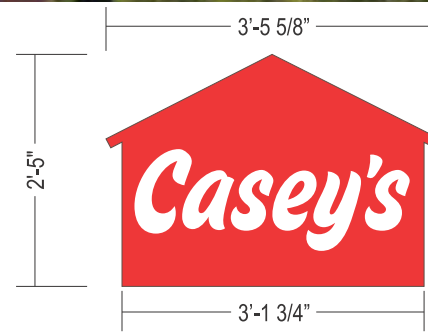
SIGN 5



EXISTING 29 1/2" X 28" LOGO
45" TALL CANOPY



PROPOSED



FACE REPLACEMENT DETAIL
SCALE: 1/2" = 1'-0"

SIGN 6



EXISTING



PROPOSED

PUMPS ALREADY UPDATED



Persona Signs, LLC
 700 21st Street Southwest
 PO Box 210
 Watertown, SD 57201-0210
 1.800.843.9888 • www.personasigns.com

Customer:
CASEY'S
 Location:
MANTORVILLE, MN
 File Name:
467919 - R2 - SITE 2831 - MANTORVILLE, MN

Project No.:
467919
 Request No.:
61996
 Prepared By:
SC
 Date:
05JUL24
 Revision:
2



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

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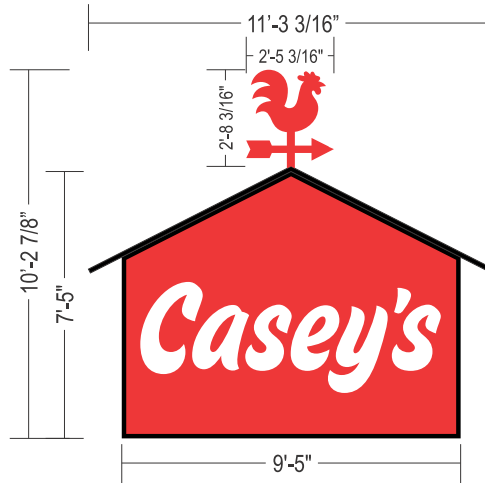
Customer Approval (Please Initial):

Approval Date:

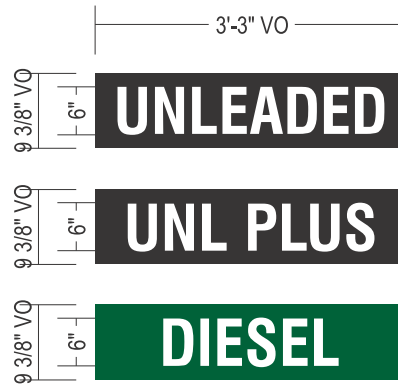
SIGN 7



EXISTING
7'-5" X 9'-5"
11 1/2" X 41 3/8" CUT / 9 3/8" X 39" VO



PYLON SIGN DETAIL
SCALE: 3/16" = 1'-0"



PRODUCT ID DETAIL
SCALE: 1/2" = 1'-0"



PROPOSED



BOX 311
MANTORVILLE, MN 55955
MRA01982@HOTMAIL.COM

To whom it may concern:

The Mantorville Restoration Association Building committee met on July 26, 2024 to review the proposed sign changes from Casey's. It was the consensus of the committee that the changes would not be in keeping with the Historic District of downtown Mantorville. When the Casey's store was built the Casey's Corporation worked closely with the MRA and city to build a building and signage that would be consistent with our Historic District. The new large sign above the doors, large signs on the outside of the building and the large gas price signage would alter that. It is the recommendation of the committee to not approve the signage change.

Sincerely,

Linda Kuam

Mantorville Restoration Association President

*Mantorville Restoration Association Building Committee
Is a Historic District Advisory Committee to the Mantorville City Council.*



BOX 311
MANTORVILLE, MN 55955
MRA01982@HOTMAIL.COM

August 7, 2024

To whom it may concern:

Thank you for the revision but the font Casey's is proposing is not in keeping with the Historic District. While we understand that updates to fonts are made in corporations, in the historic district we try to maintain the aesthetic of the older fonts. This is especially important regarding the main sign over the door and the large gas signs, as they are both one of the first things you see as you enter Mantorville from the south. Our recommendation at this time would be to leave the current signage as it is and update the pumps and inside signs.

Sincerely,

Linda Kuam

Mantorville Restoration Association President

*Mantorville Restoration Association Building Committee
Is a Historic District Advisory Committee to the Mantorville City Council.*

Gretchen@mantorville.com

From: Kim Feldewerd <kim.feldewerd@indigosigns.com>
Sent: Thursday, August 8, 2024 11:31 AM
To: Gretchen@mantorville.com; 'Linda Kvam'; mantchocolate@gmail.com
Subject: RE: REVISION- Casey's #2831 permitting inquiry

Good morning,
Casey's Corporate is requesting we respectfully remind the city of the Lanham Act –

The Lanham Act defines trademarks as words, names, symbols, or devices used to distinguish one person's goods from those manufactured or sold by others. Trademarks are thus said to identify a good's "source of origin."

The Lanham Act is the primary federal trademark statute in the United States. In other words, the Act is the primary statutory foundation of United States trademark law at the federal level. The Act prohibits a number of activities, including trademark infringement, trademark dilution, and false advertising.

Please let me know if you'd like further information- thank you!

Thank you,

Kim Feldewerd

Sales Support / Office Administrator

Indigo Signs

kim.feldewerd@indigosigns.com

4133 Iowa Street, Suite 100 • Alexandria, MN 56308 • 320-846-9697

indigosigns.com

From: Kim Feldewerd
Sent: Wednesday, August 7, 2024 2:33 PM
To: Gretchen@mantorville.com; 'Linda Kvam' <hickoryhills53@gmail.com>; mantchocolate@gmail.com
Subject: RE: REVISION- Casey's #2831 permitting inquiry

Good afternoon,
Just so everyone is on the same page as there may be some miscommunication. Casey's Corp is completing a re-image/logo update at all locations nationwide.

In the first letter it states 'When the Casey's store was built the Casey's Corporation worked closely with the MRA and city to build a building and signage that would be consistent with our Historic District'. The signage was made for all locations nationwide, they weren't tailored to be site specific. The signage currently on site in Mantorville is what they have on all of their buildings across 17 states.

The new branding/logo which was proposed to the city is what they are updating all locations to.

Please let me know if anything needs to be clarified further- thank you.

Thank you,

Kim Feldewerd

Sales Support / Office Administrator

Indigo Signs

kim.feldewerd@indigosigns.com
4133 Iowa Street, Suite 100 • Alexandria, MN 56308 • 320-846-9697
indigosigns.com

From: Gretchen@mantorville.com <Gretchen@mantorville.com>
Sent: Wednesday, August 7, 2024 10:13 AM
To: Kim Feldewerd <kim.feldewerd@indigosigns.com>; 'Linda Kvam' <hickoryhills53@gmail.com>;
mantchocolate@gmail.com
Subject: RE: REVISION- Casey's #2831 permitting inquiry

***** **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

Hi Kim,

I have attached the letter from the MRA. Thank you.

Gretchen Lohrbach City Clerk-Treasurer

City of Mantorville
21 5th Street East, PO Box 188
Mantorville, MN 55955
Gretchen@Mantorville.com
507-635-5116

From: Kim Feldewerd <kim.feldewerd@indigosigns.com>
Sent: Tuesday, August 6, 2024 8:30 AM
To: Gretchen@mantorville.com; mra01982@hotmail.com
Subject: REVISION- Casey's #2831 permitting inquiry

Good morning,

We have been working with our customer to revise the scope of work for site after receiving the letter that site updates would not meet Historic District requirements. We'd like submit the attached revised brand book scope to the city and MRA. Please see below notes- the pylon sign structure will not be altered; these are just face replacements in existing pylon.

Scope of work includes:

Qty (1) 4' x 10' 2" replacement channel letters on main entrance elevation
Qty (2) 2' 5" x 4' 5" replacement wall cabinets on front of building
Qty (2) 2' 5" x 3' 5" face replacements on gas canopy existing cabinets

For the pylon sign- NO CHANGES are being made to existing structure. These are just replacement faces in existing cabinets.

Qty (2) 7' 5" x 9' 5" replacement faces in main ID cabinet of pylon sign
Qty (6) 9" x 3' 3" replacement product ID panels in pylon sign
Qty (1) 2' 8" x 2' 5" replacement rooster weathervane on pylon sign

Please confirm the MRA and city have received this and let me know if either party has any questions or concerns- thank you!

Thank you,

Kim Feldewerd

Sales Support / Office Administrator

Indigo Signs

kim.feldewerd@indigosigns.com

4133 Iowa Street, Suite 100 • Alexandria, MN 56308 • 320-846-9697

indigosigns.com

From: Gretchen@mantorville.com <Gretchen@mantorville.com>

Sent: Tuesday, July 30, 2024 11:01 AM

To: Kim Feldewerd <kim.feldewerd@indigosigns.com>

Subject: RE: Casey's #2831 permitting inquiry

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Kim,

This is what I received from the Mantorville Restoration Association. I believe that they would like to keep it as historic as possible. If you reach out to them, they would be able to work with you on this.

Thank you.

Gretchen Lohrbach City Clerk-Treasurer

City of Mantorville

21 5th Street East, PO Box 188

Mantorville, MN 55955

Gretchen@Mantorville.com

507-635-5116

From: Kim Feldewerd <kim.feldewerd@indigosigns.com>

Sent: Friday, July 26, 2024 8:47 AM

To: Gretchen@mantorville.com

Subject: RE: Casey's #2831 permitting inquiry

Good morning Gretchen,
I reach out to them yesterday as well but haven't heard back yet.

Thank you,

Kim Feldewerd

Sales Support / Office Administrator

Indigo Signs

kim.feldewerd@indigosigns.com

4133 Iowa Street, Suite 100 • Alexandria, MN 56308 • 320-846-9697

indigosigns.com

From: Gretchen@mantorville.com <Gretchen@mantorville.com>

Sent: Thursday, July 25, 2024 3:52 PM

To: Kim Feldewerd <kim.feldewerd@indigosigns.com>

Subject: RE: Casey's #2831 permitting inquiry

***** **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

Hi Kim,

I haven't heard anything from the MRA yet. Did you hear back from them? Sometimes they hold special meetings to make decisions like this.

Gretchen Lohrbach City Clerk-Treasurer

City of Mantorville
21 5th Street East, PO Box 188
Mantorville, MN 55955
Gretchen@Mantorville.com
507-635-5116

From: Kim Feldewerd <kim.feldewerd@indigosigns.com>
Sent: Thursday, July 25, 2024 3:29 PM
To: Gretchen@mantorville.com
Subject: RE: Casey's #2831 permitting inquiry

Good afternoon!
Following up on the permit status?

Thank you,

Kim Feldewerd
Sales Support / Office Administrator
Indigo Signs
kim.feldewerd@indigosigns.com
4133 Iowa Street, Suite 100 • Alexandria, MN 56308 • 320-846-9697
indigosigns.com

From: Kim Feldewerd <kim.feldewerd@indigosigns.com>
Sent: Thursday, July 18, 2024 1:06 PM
To: Gretchen@mantorville.com
Subject: RE: Casey's #2831 permitting inquiry

Good afternoon, Gretchen,
Of course! I did review and it appears that only the (3) building signs will need permits. No structural changes being made to the pylon sign.

Please see attached permit application and brand book. I have emailed mra01982@hotmail.com Mantorville restoration Association, to inquire about approval of new signage on site and can keep you posted.

Let me know if you need anything else!

§ 150.085 SIGN REGULATIONS.

(A) *Purpose.* The purpose of this section is to protect and promote the health, safety and welfare of the people of Mantorville through the establishment of standard regulations and procedures governing the erection, use, location, and display of signs.

(B) *Permit required.* No sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted, or structurally altered without a permit from the city except that signs permitted under division (C) of this section shall not need a permit from the city. **The following 2 operations shall not be considered creating a new sign and therefore, shall not require a permit:**

(1) *Replacing copy.* The changing of the advertising or message on an approved sign which is specifically designed for the use of a replaceable copy.

Thank you,

Kim Feldewerd

Sales Support / Office Administrator

Indigo Signs

kim.feldewerd@indigosigns.com

4133 Iowa Street, Suite 100 • Alexandria, MN 56308 • 320-846-9697

indigosigns.com

From: Gretchen@mantorville.com <Gretchen@mantorville.com>

Sent: Wednesday, July 17, 2024 2:43 PM

To: Kim Feldewerd <kim.feldewerd@indigosigns.com>

Subject: RE: Casey's #2831 permitting inquiry

******* CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *********

Hi Kim! I have attached our sign application and our sign ordinance. Please look at the ordinance as I believe face replacements don't need sign permits, but the wall cabinets and others do. Also, the building is located in the historic district so Mantorville restoration Association needs to approve the changes. Contacts for them would be 507-635-5140 and mra01982@hotmail.com. Thank you!

Gretchen Lohrbach City Clerk-Treasurer

City of Mantorville

21 5th Street East, PO Box 188

Mantorville, MN 55955

Gretchen@Mantorville.com

507-635-5116

From: Kim Feldewerd <kim.feldewerd@indigosigns.com>

Sent: Tuesday, July 16, 2024 11:37 AM

To: gretchen@mantorville.com

Subject: Casey's #2831 permitting inquiry

Good morning,

Reaching out as we will be completing a signage re-image at the Casey's in town. Are there any sign/building permits required for scope of work?

Scope of work includes:

Qty (1) 4' x 10' 2" Channel letters on 4' 10" x 13' backer panel on main entrance elevation

Qty (2) 4' 8" x 6' wall cabinets on front of building

Qty (2) 2' 5" x 3' 5" face replacements on gas canopy

Qty (2) 7' 5" x 9' 5" replacement faces in main ID cabinet of pylon sign

Qty (6) 9" x 3' 3" replacement product ID panels in pylon sign

Qty (1) 2' 8" x 2' 5" replacement rooster weathervane on pylon sign

Thank you,

Kim Feldewerd

Sales Support / Office Administrator

Indigo Signs

kim.feldewerd@indigosigns.com

4133 Iowa Street, Suite 100 • Alexandria, MN 56308 • 320-846-9697

indigosigns.com

Hi Gretchen,

Thanks for sending the background materials on this. Below are my initial thoughts and comments, although I suggest we have a call with the mayor to discuss in more detail. Can you coordinate with Chuck and propose a couple of dates/times that work for you both?

I reviewed the city's ordinances regarding signs and the historic district, along with the proposed sign revisions from Casey's (attached). Scott and I also discussed things a bit internally. Our general read of the ordinance is that the city council must make a decision on the proposal. The MRA is merely advisory, and so it's written recommendations are just that – recommendations. The city council should review the proposal and either approve or deny the request, and it's certainly not required to follow the recommendation of the MRA. Additionally, Scott and I question the city's ability to deny this particular request based on the existing signs and the historic district regulations themselves. Those regulations focus on *architectural compatibility* of structures and building (including sign structures, i.e. the physical components of what the sign is attached to) rather than font or the sign face itself. Casey's has rebranded itself and seeks to replace its existing signage (but not structures) with new logos. Candidly, we're struggling to come up with a way for the city to deny the request based on existing regulations, and there doesn't appear to be adequate discretion to do that. I do think it's worth a bit more discussion, however, especially given the need for the council to make the final decision.

It's also worth pointing out that a sign permit does not seem to be required here because Casey's is merely replacing the copy on previously approved signs (see City Code, section 150.085(B)(1)). Therefore, if the council approves the request under its historical regulations, no further city approvals, including sign permits, etc., will be necessary.

Again, please let us know when you and Chuck might be able to have a call to discuss.

Thanks,
Dave

(E) *Height regulations.*

(1) No structure, hereafter erected or altered shall exceed 35 feet or 2 stories in height, except as otherwise permitted by this chapter.

(2) Provided, however, public and semi-public buildings, churches, cathedrals, temples, hospitals or schools may be erected to a height of 55 feet when set back from all lot lines not less than 1 foot, in addition to required setback dimensions, for each foot the building exceeds 35 feet in height.

(F) *Height limit exceptions.*

(1) Established building height limits shall not apply to barns, silos, belfries, cupolas, spires, monuments, radio or television antennae, flag poles, chimneys or flues, water towers, or to poles, towers and other structures for essential services, nor to similar structures or necessary mechanical appurtenances extending from a roof upward and not occupying more than 25% of the area of the roof as projected onto a horizontal plane.

(2) When permitted in a district, public buildings, community buildings, schools, churches, hospitals, and other institutions, public utility and public service buildings and those for essential services, may be erected to height not exceeding 75 feet, provided the side yard width and the rear yard depth be each increased 1 foot over and above the district requirement for each 2 feet of building height above the height limit.

(G) *Lots fronting on more than 1 street.* Lots fronting more than 1 street shall maintain a setback on those streets conforming to the requirements for front yard setbacks; side yard setbacks shall be maintained from the remaining lot lines except when a lot line is adjacent to an alley from which rear yard setbacks shall be maintained.

(H) *Lots of record.* Where existing lots fail to comply with the provisions of this chapter, the Council may after application for a conditional use permit as set forth in § 150.110 allow the minimum lot area to be reduced in conformity with the existing neighborhood, provided however, that lots of record in the R-1 District shall be deemed to comply with this section without provisional use permit provided the width of the lots is not less than 50 feet.

(I) *Buffer yards and screening.* All development in the Commercial District adjacent to or abutting any R-1, R-2, or residential use in the Commercial District and not separated therefrom by a street or alley, shall provide a buffer yard along the adjoining property line. See § 150.027. (Ord. 153, § 3.8, passed 3-24-2003; Am. Ord. --, passed 9-10-2012) Penalty, see § 10.99

§ 150.073 HISTORIC DISTRICT.

(A) *Purpose and intent.* It is the purpose and intent of the Historic District to preserve the environmental values of the City of Mantorville and its identity derived through its established Historic District by:

(1) Protecting against destruction of or encroachment upon historic areas, structures, and premises;

(2) Encouraging uses, which will lead to their continuance, conservation and improvement in a manner appropriate to the preservation of the cultural, social, economic, political, and architectural heritage of the City of Mantorville;

(3) Preventing creation of environmental influences adverse to the purposes; and

(4) Assuring that new structures and uses within the districts will be in keeping with the character to be preserved and enhanced.

(B) *Establishment of Historic District.* The Historic District contains a set of regulations superimposed upon the existing zoning use districts, superceding existing underlying regulations only to the extent expressed in the Historic District provisions, leaving in effect, in all other respects, the regulations applicable to the underlying use district in which the land is situated. An HD postfixed to a use district code letter designates the Historic District. Within this district, all uses not allowed as permitted uses are prohibited.

(C) *Establishment of the Restoration Association.* The Mantorville Restoration Association (MRA) is hereby appointed the responsibility of giving counsel to the governing body regarding the advisability of issuing a permit for construction, reconstruction, exterior alteration, razing, or relocation of any building or structure within the Historic District. For this purpose, the Mantorville Restoration Association may make and alter rules and regulations for its own organization and procedure.

(D) *Applicability.* No building or structure, including signs, shall be erected, constructed, reconstructed, substantially altered or restored, or razed within the Historic District unless the same is first approved by the governing body, acting upon the advice of the Mantorville Restoration Association, and making a finding that the proposal is architecturally compatible with the historical and/or architectural aspects of the area. If any proposed construction, reconstruction, exterior alteration, or relocation of a building would otherwise require the approval of a variance in accordance with the procedures set forth in § 150.111, the City Engineer shall notify the governing body of the facts and at the next regularly scheduled meeting, the governing body shall have the power, in its discretion, to waive any standards required by this Zoning Ordinance and to grant approval without the necessity of the applicant obtaining a variance as required by § 150.111. Before granting the approval, and waiver, the governing body shall make a finding that the waiver is deemed necessary in furtherance of the purpose and intent of the Historic District.

(E) *Standard for review.* The Restoration Association and governing body shall consider the following in review and action upon any proposal subject to the provisions of this section.

(1) Exterior architectural features including all signs, which are subject to public view from a public street or public place.

Mantorville - Land Usage

(2) General design, arrangement, texture, material, color, and fenestration of the proposed building or structure and the relation of the factors to similar features of buildings or structures of the period between 1854 and 1900.

(3) The extent to which the building or structure would be architecturally harmonious or compatible with the period between 1854 and 1900.

(4) The extent to which the building or structure will promote the general welfare of the city and all citizens by the preservation and protection of historic places and areas of historic interest in the city.

(5) The extent to which the preservation and protection will promote the general welfare by maintaining and increasing real estate values; generating business, attracting tourists, students, writers, historians, artists, and artisans; attracting new residents; encouraging study and interest in American history; stimulating interest and study in architecture and design; educating citizens in American culture and heritage; and making the city a more attractive and desirable place in which to live.

(6) The Restoration Association or governing body shall not consider interior arrangement, relative size of the building or structure, detailed design or features not subject to any public view, and shall not make any requirements except for the purpose of preventing developments architecturally incompatible with the historic aspects of the Historic District.
(Ord. 153, § 3.9, passed 3-24-2003) Penalty, see § 10.99

SUPPLEMENTAL REGULATIONS

§ 150.085 SIGN REGULATIONS.

(A) *Purpose.* The purpose of this section is to protect and promote the health, safety and welfare of the people of Mantorville through the establishment of standard regulations and procedures governing the erection, use, location, and display of signs.

(B) *Permit required.* No sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted, or structurally altered without a permit from the city except that signs permitted under division (C) of this section shall not need a permit from the city. The following 2 operations shall not be considered creating a new sign and therefore, shall not require a permit:

(1) *Replacing copy.* The changing of the advertising or message on an approved sign which is specifically designed for the use of a replaceable copy.

(2) *Maintenance.* Painting, cleaning and other normal maintenance and repair of a sign or a sign structure, unless a structural change is made or there is a change in the message.

Mantorville - Land Usage

(2) General design, arrangement, texture, material, color, and fenestration of the proposed building or structure and the relation of the factors to similar features of buildings or structures of the period between 1854 and 1900.

(3) The extent to which the building or structure would be architecturally harmonious or compatible with the period between 1854 and 1900.

(4) The extent to which the building or structure will promote the general welfare of the city and all citizens by the preservation and protection of historic places and areas of historic interest in the city.

(5) The extent to which the preservation and protection will promote the general welfare by maintaining and increasing real estate values; generating business, attracting tourists, students, writers, historians, artists, and artisans; attracting new residents; encouraging study and interest in American history; stimulating interest and study in architecture and design; educating citizens in American culture and heritage; and making the city a more attractive and desirable place in which to live.

(6) The Restoration Association or governing body shall not consider interior arrangement, relative size of the building or structure, detailed design or features not subject to any public view, and shall not make any requirements except for the purpose of preventing developments architecturally incompatible with the historic aspects of the Historic District.
(Ord. 153, § 3.9, passed 3-24-2003) Penalty, see § 10.99

SUPPLEMENTAL REGULATIONS

§ 150.085 SIGN REGULATIONS.

(A) *Purpose.* The purpose of this section is to protect and promote the health, safety and welfare of the people of Mantorville through the establishment of standard regulations and procedures governing the erection, use, location, and display of signs.

(B) *Permit required.* No sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted, or structurally altered without a permit from the city except that signs permitted under division (C) of this section shall not need a permit from the city. The following 2 operations shall not be considered creating a new sign and therefore, shall not require a permit:

(1) *Replacing copy.* The changing of the advertising or message on an approved sign which is specifically designed for the use of a replaceable copy.

(2) *Maintenance.* Painting, cleaning and other normal maintenance and repair of a sign or a sign structure, unless a structural change is made or there is a change in the message.

(C) *Permitted, all districts.* The following shall be permitted in all zoning districts without a building permit as long as they do not meet the standards set for a building permit: Note; special situations exist for the Historic District - see division (H).

(1) *Any temporary sign.* Any temporary sign such as (real estate signs) located on the property being advertised for sale, rent or lease, not exceeding 8 square feet in area.

(2) *Governmental signs.* Governmental signs, such as traffic control, parking restrictions, information, notices, flags and insignia.

(3) *Bulletin boards.* For public, charitable or religious institutions and not exceeding 24 square feet in area.

(4) Historic markers, memorial signs, names of buildings, and date of erection when cut into any masonry surface or when constructed of metal and affixed flat against a structure.

(5) *Warning and identification signs.* Not exceeding 1 square foot in area and bearing only property numbers, post office box numbers, names of occupants of the premises, or other identification of premises not having commercial connotations.

(6) An electronic indication of time or temperature.

(7) Election signs as allowed by M.S. § 211B.045.

(8) *Banners.* Advertising banners that are for no more than 14 days.

(9) Integral decorative or architectural features of buildings, moving parts, or moving lights.

(10) *Private parking signs.* Signs directing or guiding traffic and parking on private property, but bearing no advertising matter.

(D) *Prohibited: all districts.* The following shall be prohibited in all zoning districts:

(1) Any permanent sign located in the public right-of-way or easement;

(2) Any sign which resembles the size, shape, form, and color of official traffic-control signs, emergency vehicle lights, or official markers;

(3) Any sign which obstructs any door, fire escape, stairway, or access to any building or structure; or

(4) Any sign which causes a safety hazard by interfering with driver's vision, sight lines and traffic visibility.

Mantorville - Land Usage

(E) *Construction/building permit.* All permanent signs over 6 feet tall and all permanent signs not located flush with the building shall require a building permit and shall be constructed to meet Building Code standards for wind resistance and wind loads. Signs with any electrical devices shall conform to the electrical code. In addition to the required items for a building permit, the following items must also be included in the permit application:

- (1) Copies of stress sheets and calculations, if deemed necessary by the Building Inspector, showing the structure as designed for dead load and wind pressure;
- (2) Name, address, phone, and if available, fax and e-mail of the person who has or will be erecting the sign; and
- (3) The seal or certificate of a registered structural or civil engineer when required by the city Building Inspector.

(F) *Residential districts.*

- (1) No flashing, moving, or intermittently lighted sign shall be permitted in any residential zoning district.
- (2) There shall be no more than 2 illuminated name plates per residence measuring not more than 1 square foot in area.

(G) *Non-residential districts.* Signs shall be permitted in non-residential districts subject to the following:

- (1) Wall signs placed against the exterior wall of a building shall not extend more than 6 inches outside of a building's wall surface, shall not exceed 500 square feet in area for any 1 premise, and shall not exceed 20 feet in height above the mean centerline street grade.
- (2) Projecting signs fastened to, suspended from, or supported by structures shall not exceed 100 square feet in area for any 1 premises, shall not extend more than 6 feet from the structure, shall not project into the public right-of-way, shall not exceed a height of 20 feet above the mean centerline street grade, and shall not be less than 10 feet above the sidewalk nor 15 feet above the driveway or an alley. No projecting sign shall be permitted to use the public right-of-way for support apparatuses. Support shall be located entirely on private property.
- (3) Ground signs shall not exceed 20 feet in height above the mean centerline street grade, shall meet all setback requirements for the district in which they are located, and shall not exceed 100 feet in total perimeter measurement for any 1 premises.
- (4) Roof signs shall not exceed 10 feet in height above the roof, shall meet all the setback and height requirements for the district in which they are located, shall not exceed 300 total feet in total perimeter measurement on any 1 premises.

(5) Flashing, moving, or intermittently lighted signs shall not be permitted on any non-residential lot abutting directly to or across any street from a residential district.

(6) Portable signs (trailer mounted signs) shall be permitted for a cumulative period of 90 days in any 1 year. They shall be no larger than 32 square feet (8 x 4) and shall comply with other applicable provisions herein (i.e. for residential districts). No permits are required for portable signs. Each entity is allowed 1 portable sign.

(7) Sandwich board/A-frame signs - Shall be permitted based on the following criteria:

(a) Sandwich boards may be used within the Commercial District;

(b) No more than 1 sandwich board/A-frame sign per owner shall be allowed;

(c) Sandwich boards/A-frame signs shall be placed on the sidewalk directly abutting the owner's building, or another location with permission from the owner of the property;

(d) Sandwich boards/A-Frame signs shall not exceed 10 square feet per side;

(e) Sandwich boards/A-frame signs shall be displayed only during the period from sunrise to sunset;

(f) Sandwich boards/A-frame signs shall not use any form of electricity or display lights or moving parts;

(g) Sandwich boards/A-frame signs shall not be affixed to the sidewalk, other signage or temporary or permanent structures; and

(h) Sandwich boards/A-frame signs shall not block driveways, entryways or pedestrian accesses, shall not significantly obstruct the sidewalk, and shall not impact sightline/view at street intersections.

(H) *Historic District.* The applicant shall submit proposed non-temporary signs in the Historic District to the MRA for comment. The MRA shall submit any comments to the city within 30 business days.

(I) *Measuring area.* The following shall determine the sign area:

(1) Support structures or bracing shall not be considered part of the sign area unless used as a part of the sign message.

(2) In the case of 2 identical display faces back to back, the area of only 1 face shall be considered the sign area. If a sign has more than 1 display face and the faces are not identical and back to back, each face shall be considered a separate sign.

(3) The entire surface area of free standing, projecting, roof and marquee signs shall be considered the sign area.

(4) When a message is applied to a translucent background that provides no border or frame, the sign area shall be the smallest rectangle which can encompass all words, letters, figures, emblems, and other elements of the sign message.

(J) *Measuring height.*

(1) A free standing sign shall be measured from the finished elevation at the base of the sign to the top of the sign face.

(2) Projecting signs and wall signs shall be measured from the finished elevation below the sign to the top of the sign face.

(3) Roof signs shall be measured from the top of the outside building wall to the top of the sign area.

(K) *Sign appearance.* The owner, lessee, or manager of the property on which a sign is located is responsible for the appearance of the sign, including the reasonable area around the base of the sign. Signs which have become a nuisance are subject to the requirements and remedies of Ch. 90 of the city code.

(L) No sign whether permanent or temporary, shall be placed on private property without the consent of the property owner.

(M) All signs are subject to regulation under Minnesota Rules, Ch. 8810 and M.S. Ch. 173 regarding advertising devices on property adjacent to highways; and M.S. § 211B.045 regarding noncommercial signs exemption.

(N) M.S. § 211B.045 states "In any municipality with an ordinance that regulates the size of noncommercial signs, notwithstanding the provisions of that ordinance, all noncommercial signs of any size may be posted from August 1 in a state general election year until 10 days following the state general election."

(Ord. 153, § 4.1, passed 3-24-2003; Am. Ord. --, passed 12-14-2009) Penalty, see § 10.99

§ 150.086 PARKING.

(A) *Parking; residential.* Two parking stalls shall be provided for each dwelling unit.

(B) *Parking; nonresidential.* Adequate off-street parking spaces shall be provided, but in no case shall fewer be provided than the ratio of 1 parking stall for:

WAGE DISTRIBUTION

2025 with Wage Distribution Showing Staff Changes at 0% increase

EMPLOYEE	DEPARTMENT	WAGE	Winter %	Summer %	Salary		Benefits
Seasonal Parks	Water		0.00%	0.00%	\$0.00		\$0.00
	Sewer		0.00%	0.00%	\$0.00		\$0.00
	Streets		0.00%	0.00%	\$0.00		\$0.00
Brad & Brian	Parks	\$13,135.00	0.00%	100.00%	\$13,271.00		\$2,004.00
	Overtime	\$136.00			\$13,271.00		\$2,004.00
	Health	\$0.00					
	Dental	\$0.00					
	Life	\$0.00					
	SocS,Med, Pera	\$2,004.00					
		\$42,926.60					
Wade Schroeder	Water	\$55,058.00	16.00%	16.00%	\$9,127.04		\$3,454.08
	Sewer		21.00%	21.00%	\$11,979.24		\$4,533.48
	Streets		39.00%	39.00%	\$22,247.16		\$8,419.32
	Parks		24.00%	24.00%	\$13,690.56		\$5,181.12
	Overtime	\$1,986.00			\$57,044.00		\$21,588.00
	Health	\$10,365.00					
	Dental	\$494.00					
	Life	\$638.00					
	Pera, SocS,Med, HSA	\$10,091.00					
Deputy City Clerk	Water	\$39,520.00	30.00%	30.00%	\$12,027.00		\$5,708.10
	Sewer		30.00%	30.00%	\$12,027.00		\$5,708.10
	Clerk		30.00%	30.00%	\$12,027.00		\$5,708.10
	Campground		10.00%	10.00%	\$4,009.00		\$1,902.70
	Parks				\$40,090.00		\$19,027.00
	Overtime	\$570.00					
	Health	\$10,365.00					
	Dental	\$494.00					
	Life	\$638.00					
	Pera, SocS, Med, HSA	\$7,530.00					
Gretchen Lohrbach	Clerk	\$69,035.00	80.00%	80.00%	\$55,228.00		\$18,718.40
	Water		10.00%	10.00%	\$6,903.50		\$2,339.80
	Sewer		10.00%	10.00%	\$6,903.50		\$2,339.80
	Overtime	\$0.00					
	Health	\$10,365.00			\$69,035.00		\$23,398.00
	Dental	\$494.00					
	Life	\$638.00					
	Pera, SocS,Med, HSA	\$11,901.00					
Joe Adams							
	Water	\$62,046.00	16.00%	16.00%	\$10,643.36		\$3,683.04
	Sewer		21.00%	21.00%	\$13,969.41		\$4,833.99
	Streets		39.00%	39.00%	\$25,943.19		\$8,977.41
	Parks		24.00%	24.00%	\$15,965.04		\$5,524.56
	Overtime	\$4,475.00			\$66,521.00		\$23,019.00
	Health	\$10,365.00					
	Dental	\$494.00					

	Life	\$638.00					
	Pera, SocS,Med, HSA	\$11,522.00					
				Wage Total	\$245,961.00	Benefit Total	\$89,036.00
Department Breakdown	Base Salary	Benefits					
Water Utility 15.74%	\$38,700.90	\$15,185.02					
Sewer Utility 18.24%	\$44,879.15	\$17,415.37					
Public Works 19.60%	\$48,190.35	\$17,396.73					
General Gov 27.34%	\$67,255.00	\$24,426.50					
Campground 1.63%	\$4,009.00	\$1,902.70					
Parks 17.45%	\$42,926.60	\$12,709.68					
Total Salary	\$245,961.00	\$89,036.00					

COLA for 2025 is projected to be 2.63%

Overtime Portion of Total Salaries is	\$7,167.00
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2025 Hourly Wage Increases By Percent

Hourly rates	2024 Hourly	Yearly Hours	2024 Hourly	4% Increase	3% increase	2% increase	1% increase
Gretchen Lohrbach	\$33.19	2080	\$33.19	\$34.52	\$34.19	\$33.85	\$33.52
Wade Schroeder	\$26.47	2080	\$26.47	\$27.53	\$27.26	\$27.00	\$26.73
Brian Hindal (Parks seasonal)	\$16.99	100	\$16.99	\$17.67	\$17.50	\$17.33	\$17.16
Deputy City Clerk	\$19.00	2080	\$19.00	\$19.76	\$19.57	\$19.38	\$19.19
Joe Adams	\$29.83	2080	\$29.83	\$31.02	\$30.72	\$30.43	\$30.13
Brad Suhr (Seasonal Parks)	\$18.06	600	\$18.06	\$18.78	\$18.60	\$18.42	\$18.24

Overtime Hours	2023	2024 YTD
Joe Adams	50	93
Wade Schroeder	30	50
Deputy City Clerk	19.65	0
Parks Seasonal	0	0
Gretchen Lohrbach	**Salary; not eligible for overtime	

Notes: Council Approved 3.2% COLA & 3.0% Merit for 2024

BENEFITS

	2025	2024	2023	2022	2021	2020	2025/Person	2024/Person	2023/Person	2022/Person	2021/Person
PERA	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%					
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%					
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%					
							4	4	4	4	4
Health	41460.48	\$41,460.48	\$40,175.04	\$43,877.76	\$41,328.00	\$39,424.00		\$10,365.12	\$10,043.76	\$10,969.44	\$10,332.00
Dental	1975.2	\$1,975.20	\$2,004.48	\$1,571.52	\$2,023.20	\$2,023.20		\$493.80	\$501.12	\$392.88	\$505.80
Life + STD	2421.36	\$2,421.36	\$2,600.00	\$2,600.00	\$2,600.00	\$2,800.00		\$605.34	\$650.00	\$650.00	\$650.00
Insurance Deductible											
Uniform/Boot Allowance	\$1,400.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$1,000.00		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
								\$ 200.00	\$ 200.00		

*Personnel Policy \$500 yr. Uniform/Boot Allowance for Public Works Staff

*Personnel Policy \$200/yr. Clothing Allowance for Office Staff

History of Health Premiums			History of Dental Premiums		
Year	Single	Family	Year	Single	Family
2020	\$713.00	\$1,540.50	2020	\$42.15	\$117.90
2021	\$861.00	\$1,621.50	2021	\$42.15	\$117.90
2022-Plan 2	\$891.56	\$1,787.15	2022	\$32.74	\$108.48
2022-Plan 1	\$914.12	\$1,835.79	2022	\$32.74	\$108.48
2023-Plan 2	\$836.98	\$1,804.73	2023	\$38.42	\$139.08
2024-Plan 1	\$863.76	\$1,804.73	2024	\$41.76	\$151.18
2025			2025		

Increase employer contribution for 2024 to health savings account from \$1,500 to \$1,600 based on:

City pays half of the single deductible to each employee's HSA

Deductible payment history:

Year	Deductible(Single)	City Paid
2020	Unknown	\$1,300.00
2021	\$2,600.00	\$1,300.00
2022	\$2,800.00	\$1,400.00
2023	\$3,000.00	\$1,500.00
2024	\$3,200.00	\$1,600.00

CITY OF MANTORVILLE
2025

BUDGET 2025

As of August 15, 2024

2024 General Budget w/ 2023 YTD

			2022 Budget	2023 Budget	2024 Budget	2025 Budget
LEVY BREAKDOWN			Final	Final	Final	Preliminary
Account			Final Levy Set 4%	Final Levy Set 8%	Levy Set 6.5%	
101-			\$551,235.36	\$595,334.19	\$634,031.91	
31000	Property tax		530,034.00	\$551,235.36	\$595,334.19	\$634,031.91
	Property tax + 1%		535,334.34	\$556,717.71	\$601,287.53	\$640,372.22
	Property tax + 2%		540,634.68	\$562,260.07	\$607,240.87	\$646,712.54
	Property tax + 3%		545,935.02	\$567,772.42	\$613,194.22	\$653,052.86
	Property tax + 4%		551,235.36	\$573,284.77	\$619,147.56	\$659,393.18
	Property tax + 5%		556,535.70	\$578,797.13	\$625,100.90	\$665,733.51
	Property tax + 6%		561,836.04	\$584,309.48	\$631,054.24	\$672,073.83
	Property Tax + 6.5%				\$634,031.91	
	Property tax + 7%		567,136.38	\$589,821.84	\$637,007.58	\$678,414.14
	Property tax + 8%		572,436.72	\$595,334.19	\$642,960.93	\$684,754.46
	Property tax + 9%		577,737.06	\$600,846.54	\$648,914.27	\$691,094.78
	Property tax +10%		583,037.40	\$606,358.90	\$654,867.61	\$697,435.10
	Property tax + 11%		588,337.74	\$611,871.25	\$660,820.95	\$703,775.42
	Property tax + 12%		593,638.08	\$617,383.60	\$666,774.29	\$710,115.74
	Property tax + 13%		593,797.09	\$622,895.96	\$672,727.63	\$716,456.06
	Property tax + 14%		604,238.76	\$628,408.31	\$678,680.98	\$722,796.38
	Property tax + 15%		609,539.10	\$633,920.66	\$684,634.32	\$729,136.69

2025 General Budget w/ 2024 YTD

		2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
101-	REVENUES	Final Levy 8.0%	End of Year	YTD	Final Levy 6.5%	Preliminary	
31000	Property Tax	\$595,334.00	\$602,168.06	\$346,338.22	\$634,031.91	\$634,031.91	0% Levy Increase
32000	Permits & Licenses	\$3,000.00	\$2,500.00	\$1,140.00	\$550.00	\$1,800.00	Rental, Golf Cart, Garbage, vendors
32110	Liquor Licenses	\$8,200.00	\$8,200.00	\$0.00	\$8,200.00	\$8,200.00	Liquor License fees
32210	Building Permits	\$10,000.00	\$9,392.66	\$3,112.16	\$10,000.00	\$4,000.00	Building permit fees
32240	Animal Licenses	\$200.00	\$100.00	\$0.00	\$100.00	\$100.00	Dog tags
32241	Animal Impound Fee	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	Animal impound fees
33000	Intergovernmental Revenues	\$0.00	\$1,660.95	\$0.00	\$0.00	\$0.00	Typically grant dollars (FD DNR grant)
33160	Other Grants - Health	\$0.00	\$300.00	\$5,225.00	\$0.00	\$0.00	Other Grants & Health Grants, received Compeer in 2024 for \$5,000
33170	FEMA Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
33400	State Grants & Aids	\$0.00	\$57,990.24	\$0.00	\$0.00	\$0.00	EAB 2023 & Public Safety Dec 2023
33401	Local Government Aid	\$316,811.00	\$316,811.00	\$192,969.50	\$376,877.00	\$375,181.00	LGA \$345,120 & Small Cities Assistance \$30,061
33402	Market Value Credit	\$0.00	\$173.37	\$0.00	\$0.00	\$0.00	Revenue offset of property tax
33422	Other State Aid Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
33423	PERA Aid	\$1,041.00	\$0.00	\$0.00	\$0.00	\$0.00	Offset to PERA; employee retire
33440	Fire Department Grant	\$0.00	\$8,800.00	\$4,599.00	\$0.00	\$0.00	DNR/Training grants, FD AFG grant for air packs
33610	County Highway Aid	\$3,500.00	\$5,666.95	\$6,395.93	\$5,836.96	\$6,580.00	Aid dollars to offset highway mtn, assume 2025 increase 3%
34101	City Property Rent Revenue	\$10,800.00	\$13,104.00	\$7,057.00	\$12,100.00	\$12,096.00	Tower lease with AT&T
34103	Zoning and Subdivision Fees	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$500.00	public hearing/other zoning
34107	Assessment Search Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Property assessment search requests - City does not charge as of 2022
34202	Fire Department Contracts	\$70,585.00	\$70,576.00	\$74,300.00	\$74,300.00	\$78,015.00	Based on new rates approved by FD and CC; annual township contracts 2023-2025
34203	Fire Dept. - Fire calls	\$250.00	\$2,000.01	\$600.00	\$1,500.00	\$3,000.00	Fees for fire calls & Pool Fills
34780	Park Fees	\$750.00	\$895.00	\$300.00	\$800.00	\$800.00	Shelter rental fees
35000	Fines and Forfeits	\$2,500.00	\$1,448.54	\$588.24	\$700.00	\$900.00	City share of DC issued tickets
36200	Miscellaneous Revenues	\$1,500.00	\$887.28	\$100.50	\$1,000.00	\$200.00	Copies, scrap metal, auction items revenue, city clothing

36201	Refunds and Reimbursements	\$8,000.00	\$5,734.28	\$26,666.22	\$6,500.00	\$6,500.00	Dividend checks LMC, LMCII, Health Ins, IRS, Fire Dept Reimburse Was High In 2024 Because Of Large IRS Refunds
36210	Interest Earnings	\$3,000.00	\$23,601.89	\$14,717.00	\$36,000.00	\$25,000.00	Interest on investments, savings, checking Allocated to General Fund
36230	Contributions and Donations	\$0.00	\$28,587.45	\$10,000.00	\$200.00	\$200.00	WI Pub Srv Fdn Denneson \$10,000 in 2024
38050	Cable Franchise Fees	\$6,500.00	\$6,537.45	\$3,446.58	\$6,000.00	\$6,500.00	Cable franchise fees, KM-Tel, Mediacom
39200	Interfund Operating Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
39201	Transfer from General Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ARPA funds for Laserfiche (\$1,940) and Basement Door (\$600) 2022
39202	Contribution-Enterprise Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
39203	Transfer from General Funds	\$0.00	\$0.42	\$0.00	\$0.00	\$0.00	
39301	Capital Lease Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Total Revenues	\$1,042,221.00	\$1,168,135.55	\$697,555.35	\$1,175,695.87	\$1,163,603.91	

481.41

			2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
101-		EXPENDITURES	Final Levy 8.0%	EOY Spent	YTD Spent	Final Levy 6.5%	Preliminary	
41410		ELECTIONS						
	101	Salaries	\$0.00	\$0.00	\$1,037.75	\$4,500.00	\$0.00	Training, Election Day Support
	120	Benefits	\$0.00	\$0.00	\$51.76	\$682.00	\$0.00	Soc Sec, Medicare
	430	Miscellaneous	\$0.00	\$0.00	\$57.44	\$300.00	\$0.00	Food for Elections Staff
		TOTAL	\$0.00	\$0.00	\$1,146.95	\$5,482.00	\$0.00	
41500		Financial Administration						
	101	Salaries	\$78,716.14	\$79,619.25	\$37,298.23	\$68,592.87	\$67,255.00	
	120	Employee Benefits	\$34,831.60	\$22,323.40	\$13,518.45	\$24,778.55	\$24,427.00	SS, Medicare, Health, Dental, etc., wellness pool
	151	Workers Comp Insurance	\$996.00	\$976.00	\$700.89	\$979.00	\$980.00	
	200	Supplies	\$1,500.00	\$1,936.57	\$481.41	\$1,200.00	\$1,200.00	City Hall related Supplies
	208	Training, Mileage	\$1,500.00	\$1,738.62	\$1,212.30	\$1,500.00	\$1,500.00	Training/Conference for Clerk & Deputy Clerk
	300	Professional Services	\$6,000.00	\$8,167.09	\$5,858.81	\$4,800.00	\$9,500.00	Banyon, Blue Host, On-Site Computers
	312	Animal Impound Fees	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	
	315	Recording Fees	\$300.00	\$430.00	\$91.00	\$400.00	\$400.00	Paid to Dodge County Recorder
	322	Postage	\$4,200.00	\$5,315.84	\$1,573.43	\$5,500.00	\$2,700.00	Monthly UB mail, all other correspondence, supplies
	350	Printing/Binding	\$1,250.00	\$2,080.82	\$1,757.61	\$1,800.00	\$2,300.00	All printing + copier maintenance costs
	437	Other Miscellaneous	\$1,000.00	\$2,284.23	\$124.23	\$1,000.00	\$1,000.00	Misc Items plus \$500 for National Night Out
	444	COVID-19 Emergency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	445	Health & Wellness	\$0.00	\$0.00	\$0.00	\$530.00	\$0.00	
	570	Capital Outlay	\$6,000.00	\$1,554.00	\$0.00	\$6,800.00	\$1,200.00	Laserfiche Storage (OPG-3), copier, computers
	700	Funds Transfer	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	
		Total Financial Administration	\$136,543.74	\$131,425.82	\$62,616.36	\$117,880.42	\$112,462.00	

41530		Accounting						
	301	Accounting & Auditing Services	\$19,600.00	\$24,100.00	\$25,250.00	\$24,000.00	\$25,000.00	Yearly Audit Expense/Contract
		Total Accounting & Auditing Service	\$19,600.00	\$24,100.00	\$25,250.00	\$24,000.00	\$25,000.00	
41550		Assessing						
	310	Assessing	\$6,360.00	\$6,972.44	\$7,431.33	\$6,950.00	\$7,200.00	Dodge County Contract & Taxes on Annexed Land - \$326.89, Pictometry \$370
		Total Assessing	\$6,360.00	\$6,972.44	\$7,431.33	\$6,950.00	\$7,200.00	
41600		Law/Legal Services						
	304	Legal Fees	\$20,000.00	\$26,517.62	\$10,480.10	\$20,000.00	\$20,000.00	Includes \$750 Codification
		Total Law/Legal Services	\$20,000.00	\$26,517.62	\$10,480.10	\$20,000.00	\$20,000.00	

2025 General Budget w/ 2024 YTD

			2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
101-	EXPENDITURES		Final Levy 8.0%	EOY Spent	YTD Spent	Final Levy 6.5%	Preliminary	
41940	General Govt. Buildings/Plant							
	200	Supplies	\$1,100.00	\$1,251.12	\$550.89	\$800.00	\$900.00	Supplies related to Buildings (lights, furnace, water, flags etc.)
	220	Building Maintenance & Repairs	\$2,500.00	\$12,700.54	\$10,066.35	\$3,500.00	\$3,500.00	Toolbox for shop included for 2024
	228	Equipment Repairs & Maintenance	\$500.00	\$2,976.35	\$171.75	\$2,000.00	\$2,000.00	Repairs to Computers, lights, etc
	321	Communications	\$4,000.00	\$3,500.39	\$2,158.66	\$3,500.00	\$3,550.00	Telephone, Internet, Fax
	362	Property Insurance	\$23,000.00	\$24,379.00	\$26,573.00	\$26,000.00	\$28,500.00	Insurance for all City Property
	380	Utilities	\$13,000.00	\$16,252.98	\$1,492.84	\$11,000.00	\$16,300.00	Electric & Gas
	384	Refuse, Garbage	\$2,000.00	\$1,875.62	\$1,612.06	\$2,120.00	\$2,000.00	City Hall dumpster (split with Fire)
	417	Employee Uniforms	\$1,400.00	\$981.78	\$406.19	\$1,400.00	\$1,400.00	\$500/yr non office employees; \$200/yr office employees
	439	Janitors	\$1,560.00	\$1,625.00	\$780.00	\$1,680.00	\$1,800.00	Janitorial service @ \$65 twice monthly
		Total General Govt. Buildings/Plant	\$49,060.00	\$65,542.78	\$43,811.74	\$52,000.00	\$59,950.00	
41950	Engineering Professional Services							
	303	Engineering Fees	\$7,000.00	\$12,416.00	\$14,006.32	\$8,500.00	\$10,000.00	
		Total Engineering Services	\$7,000.00	\$12,416.00	\$14,006.32	\$8,500.00	\$10,000.00	

2025 General Budget w/ 2024 YTD

			2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
101-	EXPENDITURES		Final Levy 8.0%	EOY Spent	YTD Spent	Final Levy 6.5%	Preliminary	
42100	Police Protection Contract							
	310	Other Professional Services	\$104,250.00	\$104,250.00	\$71,566.00	\$107,850.00	\$110,334.00	
		Total Police Protection Contract	\$104,250.00	\$104,250.00	\$71,566.00	\$107,850.00	\$110,334.00	
42200	Fire Protection							
	101	Salaries	\$20,000.00	\$21,741.00	\$20,014.00	\$22,000.00	\$22,000.00	
	120	Employee Benefits	\$1,650.00	\$2,960.18	\$1,531.10	\$1,684.00	\$1,684.00	Soc Sec, Medicare
	124	Fire Pension Contribution	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
	130	Insurance	\$250.00	\$260.00	\$0.00	\$250.00	\$260.00	
	151	Workman's Comp	\$7,313.00	\$7,172.91	\$5,143.29	\$7,185.00	\$7,185.00	
	208	Training, Mileage	\$6,000.00	\$5,170.99	\$3,276.00	\$6,000.00	\$6,000.00	Additional Firefighters hired in 2023
	212	Motor Fuels	\$2,500.00	\$3,732.79	\$936.58	\$3,000.00	\$3,000.00	
	217	Operating Supplies	\$2,000.00	\$4,435.93	\$8,253.69	\$2,500.00	\$5,000.00	
	228	Equipment Repair/Maintenance	\$10,000.00	\$9,160.81	\$6,269.77	\$10,000.00	\$10,000.00	
	240	Tools and Minor Equipment	\$20,000.00	\$17,560.12	\$7,181.60	\$20,000.00	\$20,000.00	Transfers to next year if not used.
	311	First Responder Train/Equip	\$4,000.00	\$4,389.02	\$2,941.06	\$4,000.00	\$6,700.00	Need an AED approx \$2,300
	321	Communications	\$1,000.00	\$1,522.04	\$961.76	\$1,900.00	\$1,600.00	
	380	Utilities	\$5,000.00	\$10,033.96	\$1,779.84	\$10,000.00	\$10,100.00	
	381	Electric Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	384	Refuse, Garbage	\$510.00	\$559.46	\$510.17	\$720.00	\$600.00	
	433	Dues and Memberships	\$2,000.00	\$3,858.75	\$2,000.00	\$2,000.00	\$4,000.00	Explorer Program
	437	Other Miscellaneous	\$800.00	\$6,679.84	\$186.80	\$800.00	\$800.00	
	442	Grant Award Related Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Grant Awarded to FD
	570	Capital Outlay	\$25,000.00	\$4,134.00	\$0.00	\$15,000.00	\$35,000.00	Radios are needed. Transfers to truck & equipment next year if not used
		Turn Out Gear	\$12,500.00	\$0.00	\$0.00	\$12,500.00	\$12,500.00	Transfers to truck & equipment next year if not used

		Transfer for Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	701	Transfer to FD Equipt Fund						
		Transfer to Fire Truck Bond Fund	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	
		FIRE HALL UPGRADES PROJECT						
		Training & Equipment Grants Received		(\$4,000.00)				Compeer grant \$4000 in 2023
	720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Total Fire Protection **	\$137,023.00	\$115,871.80	\$64,985.66	\$123,539.00	\$162,929.00	
		** 240 & 570 budget balance carries over to truck/equip fund each year.						
42400		Building Inspections						
	300	Professional Services	\$10,000.00	\$6,895.95	\$4,834.47	\$10,000.00	\$7,500.00	Construction Management Services
	314	Blight Removal (Demo)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Total Building Inspections	\$10,000.00	\$6,895.95	\$4,834.47	\$10,000.00	\$7,500.00	

Council also has to consider if it chooses to participate in a Special Taxing District with the Dodge Center Ambulance

2025 General Budget w/ 2024 YTD

			2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
101-	EXPENDITURES		Final Levy 8.0%	EOY Spent	YTD Spent	Final Levy 6.5%	Preliminary	
43100	Streets Department							
	101	Salaries	\$45,068.57	\$45,690.60	\$29,563.56	\$47,787.10	\$48,192.00	
	120	Employee Benefits	\$15,439.62	\$17,746.51	\$10,990.46	\$17,262.66	\$18,357.00	
	151	Workmans Comp	\$3,819.00	\$3,744.00	\$2,686.31	\$3,753.00	\$3,760.00	
	200	Supplies	\$1,500.00	\$1,413.92	\$24.99	\$1,500.00	\$1,500.00	
	208	Training/Mileage	\$500.00	\$133.66	\$0.00	\$400.00	\$400.00	
	212	Motor Fuels	\$4,000.00	\$4,831.11	\$407.50	\$5,500.00	\$5,500.00	
	224	Street Maintenance Materials	\$9,000.00	\$8,935.93	\$16,971.89	\$9,000.00	\$9,000.00	
	228	Equipment Repair and Maintenance	\$3,000.00	\$5,400.70	\$1,127.38	\$10,000.00	\$6,000.00	
	229	Safety/OSHA	\$1,200.00	\$1,519.92	\$1,278.51	\$1,200.00	\$1,600.00	
	230	Capital Lease Expense	\$18,331.00	\$0.00	\$0.00	\$0.00	\$0.00	
	240	Tools and Minor Equipment	\$1,000.00	\$8,365.59	\$210.46	\$1,000.00	\$1,000.00	
	303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	443	FEMA Related Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	570	Capital Outlay	\$19,950.00	\$44,730.03	\$1,889.05	\$60,000.00	\$45,000.00	Includes Crack Sealing & Road Scraper & Sweeping & Paint for 2024
	603	Short Term Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	700	Transfer in from CIP	-\$18,331.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Additional CIP Items						Repair of adjustment rings for manholes on 9th St and Walnut St
	Total Streets Department		\$104,477.19	\$142,511.97	\$65,150.11	\$157,402.76	\$140,309.00	
43125	Ice and Snow Removal							
	212	Motor Fuels	\$2,000.00	\$6,050.60	\$465.27	\$3,500.00	\$3,500.00	
	404	Repair/Maintenance Machinery	\$3,000.00	\$3,758.71	\$740.07	\$3,000.00	\$3,800.00	Plow Truck, Grader Maint and Repair Costs
	406	Snow/Ice Removal	\$10,000.00	\$12,633.67	\$4,093.39	\$18,000.00	\$18,000.00	Costs for Snow Removal
	570	Capital outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Total Ice and Snow Removal		\$15,000.00	\$22,442.98	\$5,298.73	\$24,500.00	\$25,300.00	

43160		Street Lighting						
	381	Electric Utilities	\$35,000.00	\$25,330.70	\$24,359.76	\$70,000.00	\$27,000.00	Warsaw Solar for 2025 distributed between funds
		Total Street Lighting	\$35,000.00	\$25,330.70	\$24,359.76	\$70,000.00	\$27,000.00	

Street costs ultimately rely on Joe's analysis of our street's health

2025 General Budget w/ 2024 YTD			2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
101- EXPENDITURES			Final Levy 8.0%	EOY Spent	YTD Spent	Final levy 6.5%	Preliminary	
45200	Parks & Recreation							
	101	Salaries	\$39,152.97	\$37,797.53	\$27,219.33	\$40,190.17	\$42,926.00	Staff Portion Related to Parks, includes seasonal
	120	Employee Benefits	\$10,777.51	\$10,964.60	\$7,657.15	\$14,518.33	\$12,710.00	Staff Portion Related to Benefits
	151	Work Comp	\$3,423.00	\$3,665.99	\$2,405.45	\$3,364.00	\$3,665.00	
	200	Supplies	\$1,500.00	\$2,450.40	\$1,615.41	\$2,200.00	\$2,200.00	Supplies needed for Parks, (TP, Towels, Soap)
	210	Tax & Licensing	\$65.00	\$66.03	\$17.65	\$70.00	\$70.00	Sales & Use Tax on Shelter Rental
	212	Fuel	\$3,000.00	\$3,308.44	\$580.90	\$3,500.00	\$3,500.00	
	401	Repairs and Maintenance Buildings	\$6,000.00	\$6,024.54	\$1,835.26	\$6,000.00	\$4,000.00	Maintenance & Supplies to maintain Park Buildings/Ball Fields/Parks; grass seed, weed killer; shakopee rock; paint
	404	Repairs and Maintenance Machinery	\$2,000.00	\$5,264.29	\$4,979.90	\$5,000.00	\$5,000.00	Park Equipment, Mowers, Gator, Etc.
	410	Rental	\$1,000.00	\$1,059.25	\$661.67	\$1,200.00	\$1,200.00	Port a Potty Rental Fees
	430	Miscellaneous - Joint Powers	\$5,000.00	\$6,880.64	\$5,000.00	\$5,000.00	\$5,000.00	Joint Powers
	437	Other Miscellaneous	\$0.00	\$2,037.50	\$0.00	\$0.00	\$0.00	
	440	Refunds and Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Park Shelter Refunds
	443	FEMA Related Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Expenses Related to Flood				\$0.00	\$0.00	
	500	Capital Outlay						Total of Wish List \$55,212.13 (rip rap removed) + \$6000 Community Tree Mgmt
		2024 Park Board Wish List for Budget Includes the following items:	\$30,910.00	\$23,115.38	\$37,450.59	\$55,212.13	\$53,000.00	\$55,212.13 Wish List for 2024 - Rip Rap Removed
		Mulch \$3000						
		Tractor Lease \$4,360.63 (year 3/5)						
		Hockey/Basketball \$5,000						
		Weed Trimmer \$350						
		Rock for Ball Fields \$3,000						
		Park Tree Management \$10,000						Park Trees - New and Removal
		Denneson Park \$5,000						
		Sprayer For JD Mower \$650						
		Community Tree Mgmt - Blvd \$6000	\$6,000.00		\$0.00			
		Garbage Cans (2) \$1356						
		Redo Mantor Field \$8345.50						
		Rip Rap Covered Bridge \$17,000 - REMOVED						
		Replacement Tire Swing \$900						

		Broom For JD Mower \$7250					
	720	Transfers In	\$0.00	\$0.00	\$0.00		
		Total Parks and Recreation	\$108,828.48	\$102,634.59	\$89,423.31	\$136,254.63	\$133,271.00

2025 General Budget w/ 2024 YTD			2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
101- EXPENDITURES			Final Levy 8.0%	EOY Spent	YTD Spent	Final Levy 6.5%	Preliminary	
46500	EDA							
	101	Salaries	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	
	120	Benefits	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	
	437	Other Miscellaneous	\$30,443.00	\$24,002.50	\$21,152.80	\$34,225.00	\$34,725.00	
		2024 EDA Wish List for Budget included the following: Approx						
		\$500 City Branding						
		\$75 Cross-Community Chamber Membership						
		\$1000 Paper and On-Line Brochures						
		\$6000 City-Wide Event Support						Trolley, Celebrations, etc.
		\$24,000 Contract with CEDA						
		\$650 Administrative Support						
		\$2000 Misc Items (800#, Legal, SHRPA Subscription, etc.)						
	720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Unused portion of prior year budget (TBD)
		Total EDA	\$31,093.00	\$24,002.50	\$21,152.80	\$34,225.00	\$34,725.00	

Waiting on EDA's 2025 Wish List

2025 General Budget w/ 2024 YTD

			2023 Budget	2023 EOY	2024 YTD	2024 Budget	2025 Budget	COMMENTS
311-	EXPENDITURES		Final Levy 8.0%	EOY Spent	YTD Spent	Final Levy 6.5%	Preliminary	
47000	GO Series Bond 2019A							
	601	Debt Srv Bond Principal	\$0.00	\$35,000.00	\$57,500.00	\$57,500.00	\$57,500.00	\$35,000 + \$22,500
	611	Bond Interest	\$0.00	\$16,030.00	\$23,175.00	\$23,175.00	\$21,450.00	\$13,575 + \$7,875
	620	Fiscal Agents Fees	\$0.00	\$495.00	\$495.00	\$495.00	\$495.00	
								Streets + 75% of Sewer Portion
		Total	\$0.00	\$51,470.00	\$81,170.00	\$81,170.00	\$79,445.00	
312-	EXPENDITURES							
47000	GO Eqpmt & Util Note 2021A							
	601	Debt Srv Bond Principal	\$0.00	\$13,000.00	\$0.00	\$13,000.00	\$13,000.00	
	611	Bond Interest	\$0.00	\$2,142.00	\$954.00	\$1,908.00	\$1,674.00	
								Plow Portion
		Total	\$0.00	\$14,291.00	\$954.00	\$14,908.00	\$14,674.00	
313-	EXPENDITURES							
47000	GO Series Bond 2022A							
	611	Bond Interest	\$0.00	\$7,000.00	\$13,405.00	\$13,405.00	\$12,197.50	
	601	Debt Service Bond Principal	\$0.00	\$0.00	\$34,000.00	\$34,000.00	\$35,000.00	
								streets
		Total	\$0.00	\$7,000.00	\$47,405.00	\$47,405.00	\$47,197.50	
				\$72,761.00	\$129,529.00	\$143,483.00	\$141,316.50	

2025 General Budget				2024 Budget	2025 Budget
401- EXPENDITURES				Final Levy 6.5%	Preliminary
41000	Capital Funds				
	570	General Capital Projects		\$114,500.00	\$ 130,000.00
			Total	\$114,500.00	\$ 130,000.00

2025 General Preliminary Budget Revenue/Expense

	2024 Budget	2025 Budget	COMMENTS
TOTAL REVENUES	Final Levy 6.5%	Preliminary	
	\$ 1,175,695.87	\$ 1,163,603.91	
TOTAL EXPENDITURES			
101.41110 Legislative (Mayor/Council)	\$ 15,723.00	\$ 16,069.00	
101.41410 Elections	\$ 5,482.00	\$ -	
101.41500 Financial Administration	\$ 117,880.42	\$ 112,462.00	
101.41530 Accounting	\$ 24,000.00	\$ 25,000.00	
101.41550 Assessing	\$ 6,950.00	\$ 7,200.00	
101.41600 Law/Legal Services	\$ 20,000.00	\$ 20,000.00	
101.41940 General Govt. Buildings/Plant	\$ 52,000.00	\$ 59,950.00	
101.41950 Engineering Professional Services	\$ 8,500.00	\$ 10,000.00	
101.42100 Police Protection Contract	\$ 107,850.00	\$ 110,334.00	
101.42200 Fire Protection	\$ 123,539.00	\$ 162,929.00	
101.42400 Building Inspections	\$ 10,000.00	\$ 7,500.00	
101.43100 Streets Department	\$ 157,402.76	\$ 140,309.00	
101.43125 Ice and Snow Removal	\$ 24,500.00	\$ 25,300.00	
101.43160 Street Lighting	\$ 70,000.00	\$ 27,000.00	
101.45200 Parks & Recreation	\$ 136,254.63	\$ 133,271.00	
101.46500 EDA	\$ 34,225.00	\$ 34,725.00	
311.312.313 Other Financing 2023 is EOY	\$ 143,483.00	\$ 141,316.50	
401-41000 Capital Funds 2023 is EOY	\$ 114,500.00	\$ 130,000.00	
TOTAL EXPENDITURES	\$ 1,172,289.81	\$ 1,163,365.50	
TOTAL REVENUE LESS TOTAL EXPENSES	\$ 3,406.06	\$ 238.41	

COLA of 3.2% for Employees Would Raise Expenses \$5,833.15 in General Fund

	A	B	C	I	J	K	L	M	N	O
1	2025 Budget Enterprise Fund									
2	601 WATER FUND			2022 Budget	2022 EOY	2023 Budget	2023 EOY	2024 Budget	2024 YTD	2025 Budget
3	601-	REVENUES								Preliminary
4	36100	Special Assessments	Certified Outstanding UB Collected	\$0.00	\$900.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00
5	36200	Miscellaneous	Bulk Water Sales; LMCIT pymt for well problems	\$0.00	\$2,997.57	\$0.00	\$447.00	\$0.00	\$400.00	\$400.00
6	36210	Interest Earnings		\$0.00	\$0.00	\$0.00	\$4,950.66	\$11,000.00	\$2,879.13	\$5,000.00
7	37100	Water Sales		\$164,781.00	\$159,848.64	\$169,725.00	\$171,512.09	\$160,000.00	\$98,709.26	\$180,000.00
8	37150	Water Connect/Reconnect	New Home Connections		\$1,228.00	\$0.00	\$614.00	\$1,228.00	\$0.00	\$650.00
9	37160	Water Penalty			\$1,639.39	\$0.00	\$718.17	\$1,000.00	\$1,273.22	\$750.00
10	37170	MDH Fee (Safe Drinking Water/Service Connection Fee)		\$3,762.00	\$3,872.32	\$3,762.00	\$3,873.32	\$3,600.00	\$2,345.52	\$3,800.00
11	37180	Commercial Water Tax		\$1,500.00	\$1,212.19	\$1,500.00	\$1,178.63	\$1,130.00	\$644.64	\$1,550.00
12	38051	Gas Franchise Fee		\$10,321.00	\$10,995.55	\$10,321.00	\$11,112.00	\$11,000.00	\$5,593.50	\$11,000.00
13	38052	Electric Franchise Fee		\$12,324.00	\$12,949.65	\$12,977.00	\$13,737.63	\$12,745.00	\$6,451.17	\$13,000.00
14	39202	Contribution - Enterprise Fund			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	39203	Transfer from Other Fund			\$41,400.00	\$0.00	\$0.00	\$0.00		\$0.00
16	39310	Proceeds-Gen Obligation Bonds			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17										
18		Total Revenues		\$192,688.00	\$237,043.31	\$198,285.00	\$209,043.50	\$201,703.00	\$118,296.44	\$216,150.00
19										
20										
21	601-	OPERATING EXPENSES								
22	49400									
23	101	Salaries	Staff Wages	\$40,500.00	\$26,144.94	\$43,126.11	\$45,337.57	\$39,111.90	\$21,539.05	\$38,702.00
24	120	Benefits	Staff Benefits	\$10,100.00	\$6,894.90	\$15,328.64	\$20,548.46	\$14,128.82	\$8,116.12	\$15,185.00
25	151	Workmans Comp	Staff Ins.	\$1,000.00	\$1,559.00	\$1,200.00	\$1,265.26	\$1,194.00	\$854.21	\$1,500.00
26	200	Supplies	Marking paint	\$1,000.00	\$944.93	\$1,000.00	\$460.42	\$1,000.00	\$114.00	\$950.00
27	208	Training/Mileage	Staff Training - New Staff	\$800.00	\$323.00	\$800.00	\$1,399.34	\$1,000.00	\$0.00	\$1,000.00
28	210	Tax & Licensing	Sales and Use Tax Commercial Water	\$1,500.00	\$3,243.29	\$2,000.00	\$3,592.10	\$3,400.00	\$1,875.39	\$3,500.00
29	216	Chemicals	Chemicals for water dept	\$10,000.00	\$7,958.94	\$10,000.00	\$10,248.47	\$10,300.00	\$5,091.02	\$10,300.00
30	220	Bldg. Repair and Maintenance	Tower/Well House	\$10,000.00	\$4,239.12	\$10,000.00	\$48.43	\$10,000.00	\$1,774.12	\$10,000.00
31		Well #2 Pump Inspections		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	228	Equipment Repair and Maintenance	Water Meters; Fluoride Mtr	\$7,000.00	\$14,154.77	\$10,000.00	\$17,019.45	\$10,000.00	\$31,377.68	\$20,000.00
33	240	Tools & Minor Equipment		\$200.00	\$153.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00

	A	B	C	I	J	K	L	M	N	O
1	2025 Budget Enterprise Fund									
2	601 WATER FUND			2022 Budget	2022 EOY	2023 Budget	2023 EOY	2024 Budget	2024 YTD	2025 Budget
34	300	Professional Services	Utility Locates, Water Line Repairs, meter calibrations, processing fees for meter program, PSN program	\$10,000.00	\$4,280.00	\$10,000.00	\$5,507.84	\$10,000.00	\$4,221.18	\$5,600.00
35										
36	303	Engineering		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37	321	Communications	Tower, well house alarm, fiber line	\$700.00	\$698.65	\$700.00	\$645.43	\$700.00	\$393.00	\$650.00
38	362	Property Insurance	N/A							
39	380	Utility Services	Gas/Electric	\$7,000.00	\$10,376.06	\$7,000.00	\$9,918.89	\$2,000.00	-\$329.52	\$9,920.00
40	405	Depreciation			\$83,599.00	\$0.00	\$83,335.00	\$0.00	\$0.00	\$0.00
41	430	Miscellaneous	Publishing, wtr sample mailings, bills	\$1,000.00	\$86.68	\$1,000.00	\$20.70	\$1,705.00	\$881.22	\$1,500.00
42	433	Dues and Memberships	MMUA	\$900.00	\$348.00	\$900.00	\$748.00	\$900.00	\$436.00	\$800.00
43	441	MDH Fee	Paid to State MN; pass thru	\$3,762.00	\$3,888.00	\$3,762.00	\$3,705.25	\$4,000.00	\$1,996.73	\$3,900.00
44	570	Capital Outlay	2024 Upgrade Hydrants	\$0.00	\$3,172.14	\$6,100.00	\$2,983.95	\$5,000.00	\$0.00	\$5,000.00
45	601	Debt Service Bond Principal-transfers to fund 311	GO 2019A Water Portion	\$25,000.00	\$0.00	\$25,000.00		\$25,000.00	\$25,000.00	\$25,000.00
46	601	Debt Service Bond Principal-transfers to fund 312	2021A					\$11,000.00	\$0.00	\$12,000.00
47	601	Debt Service Bond Principal-Transfers to fund 314	2024A Water Portion						\$0.00	\$23,200.00
48	611	Bond Interest-transfers to fund 311	GO 2019A Water Portion	\$15,000.00	\$14,306.00	\$11,850.00	\$13,290.00	\$10,209.00	\$10,725.00	\$9,975.00
49	611	Bond Interest-transfers to fund 312	2021A					\$1,746.00	\$873.00	\$1,440.00
50	611	Bond Interest-Transfers to fund 314	2024A Water Portion						\$0.00	\$25,363.00
51	720	Operating Transfers	Bond Pymt. Tower (Transfer to 308 Refunding Bond 2011A)		\$0.28				\$0.00	
52										
53		Total Expenses		\$145,462.00	\$186,370.70	\$159,966.75	\$220,074.56	\$162,594.72	\$114,938.20	\$225,685.00
54		Total Revenue Minus Expenses		\$47,226.00	\$50,672.61	\$38,318.25	-\$11,031.06	\$39,108.28	\$3,358.24	-\$9,535.00

2025 Budget Enterprise Fund

602 SEWER FUND			2022 Budget	2022EOY	2023 Budget	2023 EOY	2024 Budget
602-	REVENUES						
33400	State Grant and Aids			\$0.00	\$0.00	\$0.00	\$0.00
36100	Special Assessments	Mantor Drive Project	\$5,500.00	\$8,972.00	\$5,500.00	\$8,949.00	\$0.00
36200	Miscellaneous Revenue			\$8,336.00		\$4,853.00	\$0.00
36210	Interest Income			\$0.00	\$0.00	\$24,753.23	\$23,000.00
37200	Sewer Sales		\$300,746.00	\$300,792.29	\$309,768.38	\$310,088.09	\$298,000.00
37250	Sewer Connect/Reconnect			\$5,278.00	\$0.00	\$2,639.00	\$0.00
37251	Sewer Connect Chg Cemetery Rd			\$0.00	\$0.00	\$0.00	\$0.00
37260	Swr Penalty			\$5,278.00	\$0.00	\$1,329.59	\$1,200.00
38051	Gas Franchise Fee			\$0.00	\$0.00	\$0.00	\$0.00
38052	Electric Franchise Fee			\$0.00	\$0.00	\$0.00	\$0.00
39202	Contribution Enterprise Fund			\$0.00	\$0.00	\$0.00	\$0.00
39203	Transfer From other fund	From General Fund; Required PFA Bond Transfer	\$20,000.00	\$35,000.00	\$20,000.00	\$35,000.00	\$0.00
39300	Proceeds-Gen Long Term Debt						
	Total Revenues		\$326,246.00	\$363,656.29	\$335,268.38	\$387,611.91	\$322,200.00
602-49450-	OPERATING EXPENSES:						
101	Salaries		\$30,500.00	\$37,033.80	\$32,928.37	\$37,040.84	\$45,238.45
120	Benefits		\$11,100.00	\$13,852.76	\$11,366.15	\$18,624.44	\$16,341.99
151	Workman's Comp		\$1,500.00	\$1,686.00	\$1,450.00	\$1,493.74	\$1,409.00
200	Supplies		\$1,000.00	\$306.34	\$1,000.00	\$505.70	\$1,000.00
208	Training, Mileage		\$1,400.00	\$23.00	\$1,400.00	\$984.40	\$1,500.00
210	Tax and Licensing		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
212	Fuel		\$2,000.00	\$2,888.83	\$3,200.00	\$3,609.92	\$3,500.00
216	Chemicals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
220	Building Repair/Maintenance	Repairs/Maint. To bldg/structures related to WW/lift station pumps; grinder pumps	\$15,000.00	\$4,213.39	\$15,000.00	\$11,497.74	\$15,000.00
240	Tools Minor Equipment		\$500.00	\$74.07	\$500.00	\$120.83	\$500.00

2025 Budget Enterprise Fund

602 SEWER FUND			2022 Budget	2022EOY	2023 Budget	2023 EOY	2024 Budget
300	Professional Services	Quality Flow Pump Checks and Meter Calibration; generator, locates, banyon,	\$11,000.00	\$6,417.29	\$11,000.00	\$10,020.89	\$11,000.00
303	Engineering Fees		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
304	Legal Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
321	Communications	Alarm Line; WWTP, Lift station	\$850.00	\$777.30	\$850.00	\$928.86	\$870.00
362	Property Insurance						
380	Utility Services	Gas/Electric to run lift stations	\$5,000.00	\$7,556.81	\$5,000.00	\$17,225.74	\$3,000.00
405	Depreciation			\$130,652.00	\$0.00	\$129,791.00	\$0.00
433	Dues and Memberships	LMC Yearly	\$300.00	\$0.00	\$300.00	\$0.00	\$300.00
437	Other Miscellaneous	UB Bill mailings, etc	\$1,200.00	\$964.89	\$1,200.00	\$45.78	\$2,950.00
442	Grant Award Related Expense		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
530	Construction		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
570	Capital Outlay	2024 Televising Sewer Main & Impeller Replacement	\$10,000.00	\$144.69	\$7,500.00	\$9,160.48	\$10,500.00
585	Kasson WW Processing Fee		\$112,000.00	\$60,218.00	\$112,000.00	\$83,677.00	\$95,000.00
601	Debt Service Bond Principal	PFA with Kasson (principal & Interest)	\$25,000.00	\$35,184.64	\$35,000.00	\$35,287.23	\$35,200.00
601	Debt Service Bond Principal-transfers to fund 311	2019A Sewer Portion					\$7,500.00
601	Debt Service Bond Principal-Transfers to fund 314	2024A Sewer Portion					
605	Clean Water SRF Bond	2010 PFA Principal	\$12,000.00	\$12,000.00	\$12,750.00		\$14,000.00
608	PFA WW Connection Bond	2017 PFA Principal	\$23,000.00	\$23,000.00	\$23,000.00		\$23,000.00
611	Bond Interest	2017 PFA	\$6,120.00	\$19,274.38	\$6,120.00	\$13,917.14	\$3,480.00
611	Bond Interest	2010 PFA					\$1,816.00
611	Bond Interest-transfers to fund311	2019A Sewer Portion					\$3,000.00
611	Bond Interest-Transfers to fund 314	2024A Sewer Portion					
620	Fiscal Agent Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2025 Budget Enterprise Fund

602 SEWER FUND			2022 Budget	2022EOY	2023 Budget	2023 EOY	2024 Budget
720	Operating Transfers	Transfer from Sewer to CIP after Audit was completed; payment to 2019A GO Bond/Sewer portion	\$11,222.00	\$0.00	\$0.00	\$0.00	\$0.00
998	Asset Disposal Loss			\$0.00	\$0.00	\$0.00	\$0.00
999	Asset Retirement						
	Total Expenditures	Not including Depreciation	\$285,692.00	\$356,268.19	\$286,564.52	\$373,931.73	\$301,105.44
	Total Revenue Minus Expenses		\$40,554.00	\$7,388.10	\$48,703.86	\$13,680.18	\$21,094.56

***Staff recommends increasing sewer base rates and per gallon charges by \$1.00 each to cover bond payments for 2024A HWY 57 Project (5.1%)**

***Sales numbers reflect this increase**

COLA of 3.2% would raise expenses by \$1654.00

2025 Budget Special Revenue Fund

603 RV FUND			2022 Budget	2022 EOY	2023 Budget	2023 EOY	2024 Budget
603-	REVENUES						
34000	Charges for Services	Misc Rev & Donation Boxes	\$18,000.00	\$24,211.44	\$18,000.00	\$24,113.12	\$22,000.00
36210	Interest Earnings			\$0.00	\$0.00	\$0.00	\$0.00
	Total Revenues		\$18,000.00	\$24,211.44	\$18,000.00	\$24,113.12	\$22,000.00
603-45183-	OPERATING EXPENSES						
101	Salaries		\$7,700.00	\$20,961.42	\$13,000.00	\$1,381.51	\$4,141.55
120	Benefits		\$3,100.00	\$3,438.39	\$3,100.00	\$487.09	\$1,496.09
210	Tax and Licensing/Res Nexus	Sales/Use, License Renew	\$1,700.00	\$2,085.01	\$2,000.00	\$2,087.19	\$3,000.00
381	Electric Utilities		\$1,000.00	\$254.28	\$1,000.00	-\$11.66	\$900.00
384	Refuse/Garbage Disposal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400	Repairs and Maintenance		\$14,325.00	\$2,884.55	\$14,325.00	\$7,707.38	\$10,000.00
410	Rentals	Port a Potty Rental	\$475.00	\$0.00	\$475.00	\$520.89	\$475.00
440	Refunds and Reimbursements		\$500.00	\$4,000.00	\$500.00	\$340.00	\$500.00
720	Operating Transfers						
	Total Expenses		\$28,800.00	\$33,623.65	\$34,400.00	\$12,512.40	\$20,512.64
	Total Revenue Minus Expenses		-\$10,800.00	-\$9,412.21	-\$16,400.00	\$11,600.72	\$1,487.36

2025 Enterprise Fund Budget

604 STORM SEWER FUND			2022 Budget	2022 EOY	2023 Budget	2023 EOY	2024 Budget
604-	REVENUES						
36100	Special Assessments		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36210	Interest Earnings		\$0.00	\$0.00	\$0.00	\$3,537.17	\$3,000.00
37500	Storm Sewer Charge Collections		\$18,000.00	\$18,511.46	\$18,000.00	\$17,869.37	\$18,000.00
37560	Storm Sewer Penalty		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39201	Transfer from General Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Revenues		\$18,000.00	\$18,511.46	\$18,000.00	\$21,406.54	\$21,000.00
604-43150-	OPERATING EXPENSES						
300	Professional Services	Rip Rap, Storm Drainage Cleaning; \$500 each time	\$1,500.00	\$0.00	\$1,500.00	\$0.75	\$1,500.00
303	Engineering		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Publishing	UB Bills, etc.	\$0.00	\$0.00	\$0.00	\$0.00	\$164.00
400	Repairs/Maint		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
440	Refunds/Reimbursements		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
601	Bond Principal 2024A-Transfers to fund 314						
611	Bond Interest 2024A-Transfers to fund 314						
700	Transfers from Other Funds		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Expenses		\$1,500.00	\$0.00	\$1,500.00	\$0.75	\$1,664.00
	Total Revenue Minus Expenses		\$16,500.00	\$18,511.46	\$16,500.00	\$21,405.79	\$19,336.00